

complaint

Mr F complains that Pinnacle Insurance Plc refused a claim on his pet insurance policy.

background

Mr F took out a pet insurance policy with Pinnacle in March. Soon after the policy started, he took his pet cat to the vet because she was unwell. The vet wasn't able to confirm a diagnosis but prescribed some medication and his cat's condition improved.

Mr F's cat became ill again in June. He took it to the vet, who subsequently referred her to a specialist. Despite treatment, his cat didn't recover and had to be put to sleep.

When Mr F claimed for the treatment costs, Pinnacle refused his claim. It said the treatment in March and in June was for the same condition. The policy doesn't provide cover for a condition that starts within the first 14 days of the policy. Although there wasn't a firm diagnosis, as his cat first showed signs of the illness in March, which was within 14 days of the policy starting, it wasn't covered.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

The policy doesn't cover an illness which shows symptoms within the first 14 days of the policy. This is a common term in pet insurance policies and we don't consider it unreasonable. There doesn't have to be a diagnosis; all that's needed is that the policyholder knows their pet has an illness that might lead to a claim.

Pinnacle says the treatment costs that Mr F is claiming are for an illness that showed symptoms within the first 14 days. If that's correct, then it wouldn't be covered. But Mr F says the claim is for treatment some months after the policy started and, although his pet was unwell during the first 14 days, that isn't the same illness.

The issue is simply whether the problems his cat had in March and in June arise from the same illness.

In order to reach a view on this, I've considered the vets' evidence carefully. Pinnacle has provided comments from its veterinary adviser. He says that although there was no firm diagnosis, the vet had suggested at the outset that this was likely to be a particular condition. The claim form indicated that this condition was present from the beginning. His view was that it was likely Mr F's pet was suffering with that illness from the outset, so it did start within 14 days of the policy beginning.

Mr F's own vet and the specialist have also provided comments. They both say the symptoms in March completely resolved after treatment and Mr F's cat had no problems for some time. As she fully recovered from the first problems, it's unlikely the two incidents are linked.

Although there was a reference in the notes to the condition being ongoing, Mr F's vet says that was an error. He says there was no intermittent illness between the initial problems and

the further illness some months later, and the reference in March to a particular condition wasn't a diagnosis, merely an example of the type of condition that it might be.

I have to balance the comments from each of the vets. I place more weight on those from the treating vets, as they saw Mr F's pet, and one of them is a specialist. They have provided clear opinions that the two problems were not connected. Taking into account all the comments, on balance I think it's more likely than not that the illness Mr F is claiming for is not the same as the illness that was treated in the first 14 days of the policy. So I don't think Pinnacle can rely on this exclusion to refuse his claim.

my final decision

I find in favour of Mr F. Pinnacle Insurance Plc should not treat this as an illness that started in the first 14 days of the policy, and should cover Mr F's claim, subject to the remaining policy terms.

Pinnacle Insurance Plc must also pay interest on any settlement at the simple rate of 8% per year from the date Mr F paid any treatment costs to the date it makes the payment to him.*

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 8 February 2016.

Peter Whiteley
ombudsman

* HM Revenue & Customs requires Pinnacle Insurance Plc to take off tax from this interest. Pinnacle Insurance Plc must give Mr F a certificate showing how much tax it's taken off if he asks for one.