

## The complaint

Mrs R has complained that Pinnacle Insurance Plc unfairly refused to pay her claim under her pet policy and unreasonably imposed an exclusion.

## What happened

Mrs R applied for her policy for her cat in December 2022 and the start date of her policy was 26 December 2022.

In the application process she answered ‘no’ to the question ‘*has [name of pet] ever shown any sign of injury or illness or been unwell? We need to know anything you have noticed or discussed with your vet or any other professional about [name of pet] health or behaviour. Even if there was nothing to be concerned about and the problem resolved quickly.*’

Pinnacle said when Mrs R made her claim for her cat’s illness, a blocked bladder, in February 2023, it asked for her cat’s history from her vet. It noticed that on 21 November 2022 the vet history showed her cat had some blood in his urine and he was given some Synulox tablets plus some Metacam. Given Mrs R didn’t mention this in answering the above question, Pinnacle placed a reviewable exclusion on Mrs R’s policy for ‘urinary problems’ to be reviewed in March 2025.

Mrs R’s claim for her cat’s treatment was for a blocked bladder and since that was a ‘urinary problem’ which was now excluded, Pinnacle refused to pay Mrs R’s claim.

As Pinnacle wouldn’t change its stance Mrs R brought her complaint to us. The investigator was of the view that Pinnacle hadn’t done anything wrong. Mrs R disagreed so her complaint has been passed to me to decide.

## What I’ve decided – and why

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

Having done so, I’m not upholding this complaint. I do appreciate Mrs R will be very disappointed, but I’ll explain why Pinnacle was entitled to do this.

In insurance applications there is a duty on consumers to answer all the questions asked as accurately as possible. Mrs R’s cat did have a problem with blood in his urine in November 2022. Thankfully it seemed to clear up following medication. Unfortunately, however Mrs R didn’t explain this in her application and in answering the question above.

So, when Pinnacle saw this in her cat’s vet history it applied the provisions of the Consumer Insurance (Disclosures and Representations) Act (CIDRA). It said that because Mrs R didn’t answer the question accurately that the misrepresentation was a qualifying one under CIDRA. And I consider that’s correct under the CIDRA provisions. So that meant it then had

to look at what it would have done had it known about her cat's urinary problem in 2022. So, it looked at its underwriting guide which told it had it known about this issue it would have excluded claims in relation to urinary problems and it would be reviewed in two years. So that's what it did with the cover on Mrs R's policy. There's nothing wrong with Pinnacle doing this, as the provisions of CIDRA permitted it to do this. And in effect, it puts the situation back in the position it would have been in had the answer to that question been answered accurately by Mrs R.

Unfortunately, Mrs R's claim also concerned a urinary problem. It was a different type of urinary problem as there is no evidence that they are connected but nevertheless it is a urinary problem which is presently excluded from cover. Had Mrs R's claim been about something else entirely and unconnected to any urinary problem then in all likelihood her claim would have been valid and then paid.

It is standard industry practice not to examine every pet's vet history on application so as to underwrite it fully before issuing the policy. The regulator, namely The Financial Conduct Authority permits this. This is largely because of the duty on consumers to answer the questions asked accurately and then the remedies are provided by CIDRA if there was any issue in the accuracy of answering the questions. I consider the question asked was clear too and not misleading in any way. So consequently, I consider Pinnacle didn't do anything wrong. I also consider it's reasonable that the exclusion is reviewable after two years.

So, in conclusion Pinnacle has done nothing wrong here.

### **My final decision**

So, for these reasons, it's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms R to accept or reject my decision before 14 November 2023.

Rona Doyle  
**Ombudsman**