

The complaint

Mr S has complained that Pinnacle Insurance Plc unfairly treated a claim on his pet insurance policy as a continuation of an earlier claim and so it wasn't paid in full.

My references to Pinnacle include its agents.

What happened

Mr S took out a policy with Pinnacle for his dog, B. He was introduced to Pinnacle by a third-party introducer. The policy covered him for vet's fees up to a maximum of £6,000 for each condition.

In June 2022 Mr S noticed that B's back legs were shaking badly. In July B became lame when running after a rabbit. The vet said that B would need Tibial-plateau-levelling osteotomy surgery (TPLO) in the left back leg to correct the issue. The operation was carried out and Pinnacle paid £5,656.17 for the treatment.

Mr S was advised that B's right back leg would also need a TPLO at a later date because of a degenerative condition. When Mr S asked Pinnacle to approve the claim for the other TPLO, he was told the two claims would be treated as one condition and therefore subject to the £6,000 limit. That meant Pinnacle would only pay £343.83 towards the second operation.

Mr S complained to Pinnacle. He said when he'd phoned to check whether the operations would be considered as two separate claims, he was given the impression they would be. He brought a separate complaint to this service about that. Another Ombudsman upheld his complaint and required Pinnacle to pay Mr S compensation of £75 for the distress and inconvenience caused by its poor administration and customer service.

Although Mr S provided evidence from his vet that the claims should be considered separately, Pinnacle didn't change its decision. Mr S brought his complaint to this service. He was also unhappy that his claim was reviewed by a veterinary nurse employed by Pinnacle. He thought the opinion of his vet should carry more weight than that of a nurse.

Our Investigator didn't uphold the complaint. He didn't think Pinnacle had treated Mr S unfairly. As Mr S didn't agree, the matter has been referred to me.

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.

As Mr S's complaint about the information he received from Pinnacle has already been considered by this service, I will not be looking at that. My role is to consider whether Pinnacle treated Mr S fairly in treating the costs of the most recent TPLO as a continuation claim rather than as a new condition.

The policy defined "*Condition*" as:

*“any **illness** or **accidental injury** whether or not it results in a diagnosis. There will be **conditions** that fall into the following categories:*

- 1. **Bilateral** means any **condition** affecting right and left sides of **your pet** where there is an underlying cause. For example, hip dysplasia for hips, ear inflammation (otitis) for ears, cruciate ligament disease, or luxation of the kneecaps (patellae).*
- 2. **Recurring** means any previous **condition** or **symptom** that may come back or is likely to happen to **your pet** again. For example, this could be repeating episodes of diarrhoea, vomiting or injuries to claws.*
- 3. **Related** means if a number of **symptoms** are:*
 - Subsequently diagnosed as one **condition**; or*
 - Caused by, related to or a result of another **condition** or **symptom**.*

*For example, a **related condition** could be excessive drinking as a symptom of diabetes. We would consider this as one **condition** not two.*

*When applying a **maximum benefit** or exclusion we will consider **bilateral, recurring or related conditions** as one **condition**.”*

I think this definition is clear.

Mr S's original vet said *“The right cruciate injury appears to have been a chronic degenerative condition which has been exacerbated during the recovery and demands of recovery after the TPLO surgery on the LHS [left hand side].”* He said the underlying causes appeared to be different for each leg and the injury to the left back leg had been caused by trauma.

However, it remains the case that according to B's clinical history in July 2022 there were concerns about B struggling on her legs at times and her back leg muscles were shaking. It seems clear that at this time the vet noticed an issue with both back legs.

In August 2022 B was referred to a specialist who noted:

“Orthopaedics assessment showed bilateral painful stifle effusion... Radiograph showed... suspected partial or complete cranial cruciate ligament rupture bilaterally.

Diagnosis: Bilateral stifles and left elbow joint disease.”

The original vet carried out TPLO surgery on the left leg in September 2022. The notes say:

“Admit for TPLO LHS has been well. No concerns lame LHS, but possibly also RHS, suspect bilateral cruciate disease.”

On balance I think the evidence reasonably suggests that B had bilateral cruciate disease. I'm therefore satisfied that it was not unreasonable for Pinnacle to regard B as suffering from a bilateral condition and so treat the claims as subject to one monetary limit.

I can understand why Mr S thinks the opinion from his vet should carry more weight than that of Pinnacle's veterinary nurse. But Pinnacle relied on the nurse to consider all the veterinary evidence and come to a conclusion on the claim in the light of the policy terms. I don't think you have to be a vet in order to carry out that role.

Whilst I am sorry to hear of the circumstances that have led to Mr S's complaint, having considered all the evidence, I don't think Pinnacle treated him unfairly in relying on the policy terms to class the second claim as a continuation of the first.

My final decision

For the reasons set out above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 19 December 2023.

Elizabeth Grant
Ombudsman