

The complaint

Mrs B's complaint is about a claim she made on her Pinnacle Insurance Plc ('Pinnacle') pet insurance policy, which Pinnacle declined.

Mrs B says that Pinnacle treated her unfairly.

In this decision all references to Pinnacle include their claims handlers.

What happened

Mrs B took out a pet insurance policy underwritten by Pinnacle in June 2022 and renewed it on the same terms the following year. When she took out the initial cover Pinnacle applied an exclusion for her pet's teeth and gums reviewable after two years.

All correspondence in respect of the policy was sent to Mrs B through an online portal in accordance with her preference. Mrs B says she wasn't aware of the exclusion being applied at the time.

In June 2023 Mrs B's vet advised her to make arrangements in the next few months to extract some of her pet's teeth. Mrs B's daughter called Pinnacle the following month to ask about how to make a claim on the policy. Mrs B says her daughter was not told the claim being proposed was excluded. Instead, she said they were led to believe they could go ahead and claim for the treatment being proposed.

Mrs B says her daughter called Pinnacle again in August 2023 and asked for them to preauthorise the pet's dental treatment. She says they were told at this point the treatment would be excluded. Mrs B asked Pinnacle for the information they held about her pet to understand more about why the exclusion had been applied. Pinnacle supplied this, following which Mrs B challenged their decision to turn down cover. She later supplied evidence from her vet which set out that her pet didn't have any pre-existing conditions apart from mild gingivitis a few years before.

Not long after this Mrs B's pet became unwell and required urgent treatment, which Mrs B sought over the course of the bank holiday weekend. Following this she arranged for her pet to have surgery by the end of August 2023 after it was well enough to have its teeth removed. Since then, she received confirmation from Pinnacle that they would not cover her claim in relation to her pet's teeth. They did however offer and pay her £50 for the loss of expectation she suffered as a result of the call her daughter had had with them in June 2023 when she was told to put in her claim for the treatment she was seeking.

Mrs B feels that Pinnacle unfairly applied exclusions to her policy, that she was not notified of these and wants them to pay her claim, apologise and compensate her for the considerable stress and inconvenience she feels they caused her.

Our investigator considered Mrs B's complaint and thought that it shouldn't be upheld. Mrs B doesn't agree so the matter has been passed to me to determine.

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 won't be upholding Mrs B's complaint. I've explained why below. Before doing so, I wish to acknowledge both Mrs B's strength of feeling about her complaint and the number of submissions she's made. Whilst I can assure her, I've read everything she's said, I won't be addressing every point. That's not intended to be disrespectful, it simply a reflection of the informal nature of the Financial Ombudsman Service.

Having reviewed all of the evidence both parties have provided, I'm satisfied that when Mrs B took out her policy with Pinnacle in 2022, she received confirmation of the exclusions applied to the insurance within a letter that was sent to her online portal in June 2022. The evidence Pinnacle have supplied supports that an email was sent to Mrs B alerting her to this letter and that Mrs B reviewed it in the online portal in August 2023. In this complaint Mrs B was initially dubious about whether the letter was sent to her online portal when Pinnacle said it had been. She has since said the email she received was not clearly labelled as being related to her insurance cover or that any exclusions applied and at the time, she had personal circumstances she was dealing with which meant she didn't pay much attention to it. As a result, she says that she wrongly assumed the email was likely to be another welcome letter advising her to register on the portal.

I appreciate what Mrs B says, but from what I've seen, it was her preference to receive correspondence from Pinnacle in this way. And although the email alerting her to the letter did not make clear there were exclusions in the letter, I don't think that it had to. The fact that Pinnacle sent Mrs B a letter to her online portal and alerted her to this, was in my view enough to draw her attention to their correspondence. I appreciate that Mrs B was dealing with other personal circumstances at the time, but I don't think that means that Pinnacle didn't do what I would expect them to. Rather, I'm satisfied that Pinnacle did make Mrs B aware of the exclusions applicable to her policy from the outset.

Turning now to whether the exclusions applied were fair; I've reviewed Pinnacle's underwriting criteria. This supports that where a pet presents with gingivitis, exclusions should be placed at renewal for the pet's teeth and gums, with the exclusion to be reviewable after two years, provided the pet doesn't have any further problems with its teeth or gums. So, I think the exclusions applied were fair and in line with what Pinnacle would have done with any other policyholder in the same position. In addition the policy excludes:

“Any condition or symptom, or anything related to it, that you were aware of or has been noted and/or checked by a vet, before this policy started.”

It follows therefore that Pinnacle were entitled to decline Mrs B's claim for dental treatment when they did. When reaching this finding I have noted Mrs B's vet's evidence that the pet didn't have any other pre-existing conditions apart from mild gingivitis in the past that wasn't causing any particular problems at the time, but I don't think this makes a difference. The gingivitis was clearly related to the disease her pet was suffering from and for the treatment Mrs B ultimately wanted to claim for. The fact that the gingivitis didn't present a problem in former years makes no difference.

I know Mrs B is unhappy that her daughter was not told that the claim would be excluded when she called to enquire about the claims process in June 2023. And I can see that Pinnacle have offered and paid her £50 in compensation in respect of this. I agree that it would have been helpful for Pinnacle to check the policy during that call. That said the purpose of the call wasn't for Pinnacle to make a claims decision but rather for advice about

how to submit a claim. So, I don't think that what Mrs B's daughter was told was wrong. In the circumstances I think the amount Pinnacle have offered and paid Mrs B is fair compensation for a brief loss of expectation, which was corrected as soon as Mrs B sought preauthorisation for the treatment required.

Mrs B has made submissions about the actions she would have taken had she known she was not covered for the claim sooner. I understand her points, but I don't agree with that this means Pinnacle did something wrong. For the reasons I set out above, I think Pinnacle did make her aware of the exclusions applicable to her policy from the very outset. The fact that she didn't consider the letter sent to her in June 2022 isn't something I can hold Pinnacle responsible for. As such I don't think Pinnacle needs to do anything more.

My final decision

For the reasons set out above, I don't uphold Mrs B's complaint against Pinnacle Insurance Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 5 June 2024.

Lale Hussein-Venn
Ombudsman