

## The complaint

Mr R complains about how Pinnacle Insurance Plc (Pinnacle) treated a claim under his pet insurance policy for treatment of his dog.

References to Pinnacle include their agents who administer the policy.

## What happened

Mr R had a lifetime cover pet insurance policy covering his dog, taken out in 2015. The policy included vet fees cover of a maximum of £4,000 per year and £1,000 per condition, per year. There was also an excess of 25% of a claim value for vet fees (a minimum of £90). In October 2023 Mr R's dog had an accident in a park, damaging its eye. Mr R thought it a result of a scratch by another dog. Mr R took the dog for an emergency consultation at a vet (S) at a cost of £165.15. The dog was then treated at another vet (N), who performed an enucleation (eye removal). N submitted a claim to Pinnacle for the treatment (£1,439.97).

On the claim form, N described the nature of the illness or injury as 'continuation of eye ulcer' and ticked a box beneath to indicate it was a continuation of a previous claim. A date of November 2021 was recorded as the date symptoms were first noted by Mr R. But N also said 'no' to questions about whether: the dog had previously been seen for the illness or injury; any similar or related illness or injury; or any similar or related clinical signs.

Pinnacle assessed the claim, but of the amount they assessed (£1,377.55) they applied a deduction of £759.92 (leaving a balance of £617.63). They then applied a policy excess of £154.41 (25% of £617.63) to leave a net payment of £463.22. They deducted the £759.92 because of application of the policy cap (limit) on one condition per year – as the claim was completed to indicate it was a continuation claim (for eye ulcer).

Mr R complained to Pinnacle, saying treatment was for an accident, not a continuation of treatment for the eye ulcer. N made a mistake in describing the claim as for continuation of eye ulcer treatment.

Pinnacle didn't uphold the complaint. In their final response they said they'd received a continuation claim for treatment of the dog's eye ulcer in November 2023, something previously claimed for.. The vet confirmed the condition was a continuation when submitting the claim, and they assessed it as a continuation claim. So, Pinnacle confirmed their decision to link the claim to previous claims.

Mr R then complained to this Service. He accepted the dog had been receiving treatment in both eyes for an ulcer over the previous two years, requiring visits to the vet and eye drops. But the incident leading to the scratch had nothing to do with the previous ulcer condition, so should be treated separately. N made a mistake on the claim form (when they described the treatment as continuation of eye ulcer). S had confirmed the eye removal was the result of an accident, not linked to a previous condition. He wanted Pinnacle to reconsider their position and pay the claim.

Our investigator didn't uphold the complaint, concluding there wasn't any evidence to suggest the claim shouldn't have been treated as a continuation claim to previous claims in the same policy year. In a call to this Service, Mr R said there may have been an accident with another dog in the park, though no-one saw the incident. The dog's clinical history included a reference in March 2023 to enucleation likely to be needed due to the eye looking painful, indicating treatment for a corneal ulcer. Claim forms for July 2023 and November 2023 both included reference to their being continuation claims. This indicated treatment claimed for in November 2023 was likely to be related to the eye ulcer condition and a continuation claim for the same condition. He hadn't seen any evidence to contradict this.

Mr R disagreed with the investigator's view and requested an ombudsman review the complaint. He said he had evidence N's administrator mistakenly ticked the box on the claim form to indicate it was a continuation claim (and the vet present was a temporary, cover vet). The emergency vet (S) had emailed Pinnacle stating it was a new treatment, following an accident with the dog's eye. And in response to a request from Pinnacle, N emailed them to confirm the dog had an accident with its eye. While the dog had ulcers in both eyes, the enucleation wouldn't have been necessary had it not been for the accident.

### **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.

My role here is to decide whether Pinnacle have acted fairly towards Mr R.

The key issue in Mr R's complaint is Pinnacle's decision to treat the claim for treatment in November 2023 as a continuation claim for previous treatment for eye ulcers. They base their decision on the previous clinical history and, specifically, the completion of the claim form indicating it was a continuation claim. Mr R says the treatment was the result of an accident and not the previous condition. And N made a mistake when completing the claim form to indicate it was a continuation claim. He had evidence N (and S) believed the treatment was due to the accident, unrelated to the eye ulcer condition.

I've considered both views carefully, including the relevant terms and conditions of the policy together with the supporting information and evidence, including the clinical history of Mr R's dog. I've also looked closely at what the respective vets have said and indicated about the treatment they provided for the dog.

Starting with the terms and conditions of the policy, given the importance of whether the claim was for a continuation of a previous claim, and as Mr R says the enucleation was the result of an accident and unrelated to the eye ulcer condition, I've looked at the definitions of 'Accidental Injury' and 'Conditions'. Respectively they are:

***“Accidental Injury means a sudden and unforeseen injury which is the result of an identifiable and known cause or event during the policy year. This includes any symptoms, whether or not diagnosed.”***

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

1. **Bilateral Condition(s)**...
2. **Recurring condition(s)**...
3. **Related Condition(s)** means if a number of illnesses, accidental injuries or symptoms are:
  - a. *Diagnosed as one illness or accidental injury; or*

- b. *Caused by, relate to, or result from another illness, accidental injury or symptom.*

*When applying a maximum benefit or exclusion, we will consider...related conditions as one illness or accidental injury, unless a vet confirms that they are unrelated. We may seek further confirmation of this from a vet appointed by us."*

I've also looked at the evidence and information from S and N, including the respective invoices and the claim submitted by N.

As Mr R first took his dog to S, as an emergency, I've looked at the evidence and information from S. In the invoice for the emergency treatment, it contains the following statements:

*"Clinical Info: for the past 2y, recurrent ulceration of eyes  
3m ago, seen vet and was seen and enucleation was discussed  
Last night, left with friend and may have scratched the eye..."*

*"Right eye: clear puncture and severe changes.  
Discussed options of referral, enucleation here, owner preferred enucleation at regular vet."*

Turning to N, the claim form for treatment does contain a description of the nature of the illness or injury as '*continuation of eye ulcer*' and a box beneath ticked to indicate it was a continuation of a previous claim. Below that, a date of November 2021 is recorded as the date symptoms were first noted by Mr R. All are consistent with indicating it was a continuation claim from the previous claim(s) for eye ulcer treatment.

However, I also note that further down the form, there are boxes ticked to say 'no' to three separate questions about whether: the dog had previously been seen for the illness or injury; any similar or related illness or injury; or any similar or related clinical signs. While it's not clear whether these answers may be in response to either the illness option or the injury option (that is, whether the dog had previously been seen for the illness or whether it had previously been seen for the injury) I think it does indicate an ambiguity, if not inconsistency with the points set out above about a continuation claim. Put another way, if the claim was seen to be a continuation claim, I'd have expected the answers to these three questions to be 'yes' rather than 'no'.

In his response to our investigator's view, Mr R says N told Pinnacle in an email that the treatment wasn't related to the eye ulcer condition. However, looking at what I think is the email to which Mr R refers, it appears to be sending Pinnacle the history of S's treatment of the dog. So, it doesn't specifically state the treatment (including the enucleation they performed) was for a separate condition (and not a continuation). However, the covering message states:

*"Please find attached the history from S that [name of dog] visited on the 29<sup>th</sup> October following an accident with her eye."*

The email includes a clinical history – although it appears to be in respect of a different dog – along with the invoice from S, N's claim form and their invoice.

So, the email does indicate the dog suffered an accident leading to the emergency treatment from S, which reflects the statements in S's invoice. However, the email doesn't specifically state the enucleation was for a separate condition, not linked to the eye ulcer treatment.

So, given the wording of the last part of the definition of condition, I don't think N has confirmed the condition for which they treated the dog is unrelated to the existing condition (eye ulcer).

I've also considered the point made by Pinnacle (also referred to by S in the comment above) that enucleation had previously been discussed with N before the accident. But Mr R didn't want to pursue the option at the time. In this context, I think it reasonable to conclude the existing eye ulcer condition may have been a factor in the decision to have the enucleation – which would fall under part b of the definition of related condition.

So, while I've concluded there was an accident causing scratching of the dog's eye and some ambiguity in the way the claim form was completed (if not a mistake), on balance the factors set out in the immediately preceding paragraphs mean Pinnacle acted fairly and reasonably in treating the claim as a continuation claim and applying the policy limit for a condition, for a policy year.

### **My final decision**

For the reasons set out above, my final decision is that I don't uphold Mr R's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 17 June 2024.

Paul King  
**Ombudsman**