

## **The complaint**

Miss V complains that Pinnacle Insurance Plc (Pinnacle) declined a claim she made for her cat by unfairly relying on a policy exclusion, under her pet insurance policy.

## **What happened**

Miss V's cat required treatment in November 2023. This was in relation to vomiting. She made a claim to Pinnacle to cover the cost of the treatment under her policy. Pinnacle declined her claim. It referred to an exclusion it had applied when the policy inceptioned. This was for gastro-intestinal problems.

Miss V says Pinnacle applied this exclusion because of an instance of vomiting in 2022. Her cat was given a number of treats following a vaccination, which made it sick. She says the treatment her cat required in November 2023 was unrelated to this issue.

In its final complaint response Pinnacle says the exclusion was placed correctly having reviewed Miss V's cat's clinical records prior to the policy inceptioning. It says the exclusion was applied because there was an increased risk of gastro-intestinal issues given the vomiting incident in 2022.

Miss V didn't think she'd been treated fairly by Pinnacle and referred the matter to our service. Our investigator didn't uphold her complaint. She says Pinnacle has provided its underwriting criteria that shows gastro-intestinal issues are to be excluded where there is prior treatment for vomiting. She says the business is able to decide what risks it's willing to cover. She thought it had been clear in setting out the exclusions that applied to Miss V's policy.

Miss V didn't accept our investigator's findings and referred the matter to our service.

It 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 Miss V's complaint. I'm sorry to disappoint her but I'll explain why I think my decision is fair.

It's for the policyholder to show that their pet has suffered from an insured condition. If they can do so, then, generally speaking, the insurer should pay the claim. This is unless it can reasonably rely on a policy exclusion not to.

When Miss V took out her policy she declared that her cat had shown signs of illness/injury previously. I've seen the information she was presented with during her application. It says this may mean Pinnacle making contact to discuss pre-existing conditions and obtaining records from Miss V's vet.

Pinnacle obtained the clinical records for Miss V's cat. I can see there is an entry in September 2022 relating to a vomiting incident. Based on this information it applied an exclusion for gastro-intestinal problems. Pinnacle sent Miss V a welcome pack on 28 June 2023 prior to the policy incepting. This says the policy insurance certificate sets out any exclusions it has applied. I can see 'gastro-intestinal problems' are listed. Pinnacle also wrote to Miss V on 18 July 2023 to reiterate the exclusions it had applied. The letter says the gastro-intestinal exclusion can be reviewed after 15 July 2024.

Pinnacle has supplied an excerpt from its underwriting criteria. This says that where vomiting is identified as a condition, an exclusion should be applied for gastro-intestinal problems.

I've thought about Miss V's comments that the claim she made was for a condition that's unrelated to the vomiting incident in 2022. I don't doubt what she says. But I don't think this is relevant here. An exclusion was applied to the policy at inception for gastro-intestinal problems. This was correctly based on Miss V's cat's clinical records and Pinnacle's underwriting criteria. Pinnacle has relied on this policy exclusion to decline the claim as it relates to a gastro-intestinal problem. Based on this information I can't see that Pinnacle has done anything wrong.

I'm sorry that Miss V's cat's treatment isn't covered by her policy. But I don't think Pinnacle treated her unfairly when it relied on its policy exclusion to decline her claim for the reason it gave. So, I can't reasonably ask it to do anymore.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss V to accept or reject my decision before 13 August 2024.

Mike Waldron  
**Ombudsman**