

The complaint

Mrs W's complaint is about a claim she made on her Allianz Insurance Plc pet insurance policy, which was declined.

Mrs W is unhappy with this and feels that Allianz have treated her unfairly.

What happened

Mrs W took out a lifetime pet insurance policy for her pet on 26 June 2023. In August 2023 her vet submitted a claim for treatment to her pet in respect of otitis. Allianz declined the claim. They noted that when the policy was taken out Mrs W hadn't told them about some conditions her pet had and if she had, they would have added some exclusions. In particular Allianz added an exclusion in respect of claims for skin conditions. They also added an exclusion in respect of claims relating to respiratory issues but later removed this. As such I won't be addressing this further in this decision.

In declining Mrs W's claim, Allianz said that Mrs W's pet was showing signs of the illness the vet claimed for within the first 14 days of the policy being taken out and this wasn't covered by the policy. They also said that otitis is usually caused by an underlying skin allergy and they'd placed an exclusion on the policy in respect of this, so the claim also wouldn't be covered as a result.

Mrs W provided a letter from her vet setting out that her pet wasn't showing signs of inflammation within its ears within the first 14 days of cover. As such Mrs W argued that the issues her pet was seen for were unrelated and that it was wrong for Allianz to have turned down her claim as a result. She also feels the exclusion applied by Allianz in relation to skin conditions was wrong, because other than initial redness noticed by the vet, the episodes of scratching to her pet's skin were explained by fleas and resolved on each occasion.

Our investigator considered Mrs W's complaint and didn't think it should be upheld. He said that given the pet's clinical history, it was reasonable for Allianz to apply the exclusion in relation to the pet's skin. In addition, the investigator said he thought that it was more likely than not that the issues with the pet's ears, for which it was eventually treated, did start during the first 14 days of cover. Mrs W 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 W's complaint. I'll explain why.

The starting point is the policy terms. It says:

"Your policy does not cover any illness that shows symptoms in the first 14 days of your pet's cover starting."

In the definitions section, next to the words “*Illness which starts in the first 14 days of cover:*” it says:

“This is any illness that showed symptoms during the first 14 days of your pet’s first policy year. It is also any illness that:

- Has the same diagnosis or symptoms as the illness that started in the first 14 days.*
- Is caused by or relates to the symptoms or illness that started in the first 14 days.*

This applies in all cases regardless of whether the symptoms present in the same or different parts of your pet’s body.”

The issue for me to determine is therefore whether Mrs W’s pet was showing symptoms of the illness it was eventually treated for within the first 14 days of cover. The policy was taken out on 26 June 2023. On 4 July 2023 the pet’s clinical notes record:

“nad EArS: some brownish wax, fur++, otoscopy limited due to fur, recommended ear cleaner”.

On 28 July 2023 the vet’s notes record:

“O has been cleaning the ears but little improvement noted chronic brown debris. On exam, bilateral otitis externa - narrowed red inflamed canals with dark brown yeasty exudate - continue ear cleaning, but start Canamal also - review in 1 wk”.

By 4 August 2023 the vet’s notes say:

“Recheck ears - vmi, but remain mildly erythematous, Canaural coating both canals, TM intact, no brown debris noted Advise EOD cleaning for the next week, then weekly, extending to monthly Use. Cauaural for a further 4 days then stop.”

On 11 August the pet is prescribed medication to clean both its ear and further skin and ear drops. On the same date the notes say:

“O stopped the Canaural on Monday, on Wednesday, scratching intensely at the ears again, L>R, causing bleeding, O cleaning both ears daily since & removing lots of brown material. PE: left ear - very mild erythema, esp inner pinna, canal not inflamed, small plug of yeasty wax close to the TM, right ear - red, inflamed canal, mildly narrowed with scant brown debris throughout the canal, no FB in either ear. Ax: otitis externa not resolved, similar appearance to when first assessed 2 wks ago”.

I accept Mrs W’s vet’s account that the pet didn’t show any signs of inflammation in its ears when it was checked on 4 July, but it’s clear to me that the pet did have some particular issues with its ears then, which were reviewed to some extent. The notes record that the review was limited due to the pet’s fur but given the fact it had a history of issues with its ears within the first 14 days of the policy starting, and the issues – particularly in relation to ear wax- were consistent until the time of the claim, I think it’s more likely than not that the symptoms of the illness it was eventually treated for had begun at this time. This seems to be supported by Allianz’s vet’s position that Mrs W’s pet might well have had inflammation under the wax and fur on 4 July 2023, but this wasn’t visible at the time. Allianz say this is supported by the clinical notes on 28 July 2023 that say the ear issue was continuous from 4 July 2023. I’m persuaded by this and the fact that the pet had ear issues generally within a window of about 5-6 weeks, which eventually culminated in otitis. Because of this I think Allianz were right to decline Mrs W’s claim in the way that they did.

I appreciate Mrs W feels there’s no other evidence her vet can provide to help support her position. But that doesn’t mean I should uphold her complaint. I have to make my decision

based on all the evidence I've seen and taking all of that into account I think that on balance, her pet was showing symptoms of the problem it was eventually diagnosed with during the first 14 days of cover.

Turning now to the exclusion applied by Allianz to Mrs W's policy. Mrs W says that she thinks it's unfair for Allianz to apply this given the problem with her pet's skin was due to fleas. I'm not sure this really matters. If things had gone as they should have and Mrs W had disclosed the problems her pet was having before she took out cover in accordance with the policy terms, I think Allianz would have applied the policy exclusion they did. This is confirmed by the underwriting criteria that Allianz have provided, so I'm satisfied that the outcome would have been no different if Mrs W had made the appropriate disclosure. In the absence of her doing so, I think Allianz were entitled to apply the exclusion they did.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 11 April 2024.

Lale Hussein-Venn
Ombudsman