

The complaint

Mrs S has complained that Allianz Insurance Plc unfairly declined a claim under her pet insurance policy.

What happened

Mrs S took out a pet insurance policy on 18 March 2013 for her rescue dog.

In March 2019 Mrs S made a claim to Allianz for the treatment of seizures. Allianz asked for the dog's clinical history in order to assess the claim.

Later that month Mrs S made two more claims for treatment of otitis (an ear infection/inflammation) in her dog's right ear.

Allianz paid the first claim. But it declined the claims relating to otitis as it said her dog had had ear conditions previously and pre-existing conditions weren't covered by her policy.

As Mrs S was unhappy with this response, she brought a complaint to this service. Our Investigator didn't recommend that the complaint be upheld. He thought the exclusion in the policy for pre-existing conditions was clear and Allianz had acted fairly in treating Mrs S's dog as having a pre-existing condition.

Mrs S has asked for an Ombudsman's decision.

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.

Mrs S's policy, like many other pet policies, doesn't cover pre-existing conditions.

The term "*Pre-existing Condition*" is defined as

*"Any **injury** or **illness** that happened or first showed **clinical signs** before **your pet's** cover started,*

*Any **injury** or **illness** that has the same diagnosis or **clinical signs** as an **injury**, **illness** or **clinical sign** your pet had before its cover started,*

*Any **injury** or **illness** that is caused by, relates to, or results from, an **injury**, **illness** or **clinical sign** your pet had before its cover started.*

This applies in all cases regardless of whether:

*-The **injury** or **illness** presents in the same, or different part of **your pet's** body, and/or*

*-**We** do, or do not, place any exclusion(s) for the **injury/illness**."*

I think this exclusion was clear. So, I've gone on to consider whether it was reasonable for Allianz to apply it to decline the claim. As a general principle, where an insurer relies on an exclusion, the onus is on them to show it was reasonable to apply it. That means Allianz

should establish that Mrs S's dog had clinical signs of otitis in order to rely on this exclusion. With this in mind I've looked at the history of the dog's previous visits to the vet.

Mrs S's dog had had recurrent ear problems. The clinical history showed that the dog had had sore ears and ear mites while in the animal shelter before Mrs S rescued him. That had resulted in his ears being flushed/cleaned several times before the policy began.

Insurers often use experts experienced in this area to review a claim. That's what Allianz did in this case as it referred the claim to a vet in its technical claims team. I think it's a fair thing to do and it's also reasonable for an insurer to rely on the expert's comments when deciding how to deal with a claim. In this case the vet said she would consider the dog's most recent ear problems to be a continuation of the ear infections this dog had had since 11 March 2013, that is before the policy started.

The report from the vet in the claims team shows she took into account the clinical notes relating to Mrs S's dog and she was of the opinion that the treatment claimed for was linked to a pre-existing condition. So, taking this into account, I don't think Allianz has acted unfairly in declining Mrs S's claims.

Mrs S has pointed out that her dog had previously had a total ear canal ablation in his left ear. She thinks the infection in the left ear is separate from the problems the dog later had in his right ear and so it should not be classed as a pre-existing condition. I appreciate what she is saying. But the expert evidence is that the clinical signs of otitis were present before the policy started and according to the wording of the exclusion it does not matter whether the illness presents in a different part of the animal's body, as in this case a different ear.

Ultimately, it's not the role of this service to determine exactly when symptoms of a particular condition first appeared. My role here is to decide whether the insurer has reached its decision fairly and reasonably based on all the evidence. In this case I think it did.

I'm sorry to disappoint Mrs S but taking everything into consideration, I'm satisfied that Allianz fairly declined the claims in line with the policy terms.

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 Mrs S to accept or reject my decision before 1 August 2023.

Elizabeth Grant
Ombudsman