

## **The complaint**

X has complained about a policy exclusion that Allianz Insurance plc (Allianz) has placed on her pet insurance policy.

## **What happened**

X has bred a specific breed of dog for many years. On 9 March 2022 she took a new puppy of that breed, who I'll refer to as "A", to the vet. The young vet who examined A was unfamiliar with the specific breed and with the way the mouths of this particular breed develop.

X provided the vet with some published information about the development of dog's mouths which included advice to allow a dog's mouth to develop before undertaking any oral surgery. Nothing more was said in relation to A's mouth. However, the vet recorded in A's history that she had an undershot jaw. X says A didn't have an undershot jaw and that a "hanging jaw" was a normal and recognised trait for this breed.

X's policy for A started on 25 March 2022. It contains a customary exclusion for any illness where a clinical sign has been noticed before the policy was taken out or in the first 14 days thereafter. X disclosed some pinkness outside one of A's eyes and Allianz said it would add a 12-month exclusion to the policy in relation to A's eyes.

X contacted Allianz on 29 December 2022 to review the exclusion for A's eyes. She was advised to provide A's medical history. Policy renewal documents, which made no reference to any exclusion, were sent to X on 5 February 2023. X contacted Allianz again on 6 March 2023 to discuss the removal of the exclusion for A's eye issue. However, as Allianz had failed to add this exclusion at the time of policy inception it agreed that it wouldn't be added for the future.

However on reviewing A's medical records, Allianz noted the vet's reference to an undershot jaw on 9 March 2022. As this had been noted before policy inception, Allianz added a retrospective exclusion covering claims relating to A's mouth, including the teeth and gums. Policy documents including the exclusion for the mouth teeth and gums were sent to X on 7 March 2023. X complained to Allianz the same day. She says she was told in a telephone conversation that such exclusions are automatically placed on specific breeds of dog with specific problems.

As X wasn't satisfied with Allianz's response to her complaint she complained to this service. She wants to be provided with a written record of a telephone conversation she had with Allianz on 10 March 2023, for Allianz to place a notice on its policies that specific exclusions will automatically be added to specific breeds, and an apology for the stress she says she has suffered.

Our investigator's view was that Allianz had supplied satisfactory evidence to show that the exclusion had been applied fairly. It had provided its underwriting guidelines to show that if a dog shows an undershot jaw, a temporary exclusion for the mouth, teeth and gums will be added to a policy. When a dog turns 18 months, it will reassess any such exclusion following

sight of a medical examination to show there are no longer any issues. He told X that the information she says she was given that some exclusions are automatically placed on specific breeds of dog was incorrect as exclusions are based on medical evidence.

X wasn't satisfied with our investigator's view on her complaint and has requested that it be considered by an ombudsman. It's therefore been referred to me for a final decision from this service.

### **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, and having made further enquiry of Allianz, I'm not upholding X's complaint and I'll explain why not.

I have to review the information provided to me by both X and Allianz and decide whether or not Allianz has acted fairly and reasonably towards X.

Allianz only noticed when reviewing A's medical history in March 2023 to address an exclusion that X believed had been imposed in relation to A's eyes, that there was a note in A's records on 9 March 2022 that A had an undershot bottom jaw. X, with her special knowledge of this breed, said she didn't, and that the jaws of this breed develop at a slower rate to those of other breeds.

The vet who had examined A hadn't come across a dog of A's breed before and was therefore unaware of this characteristic. If X considered that what the vet had recorded was incorrect, that is something she should've addressed with the vet or obtained another veterinary opinion correcting the recorded view. However in the absence of any differing information, I don't consider that it's unreasonable for Allianz to treat this information as accurate as it was provided by A's own vet.

Allianz therefore referred to its underwriting criteria when a malocclusion / overshot / undershot jaw has been identified and applied the required exclusion. Any such exclusion is reviewable following a veterinary examination when a dog is 18 months or older, and it has been confirmed that it has a normal bite following either a repair technique or growth and doesn't have any other dental problems. The underwriters will therefor review whether A has any long terms problems and re-underwrite as necessary.

I made further enquiry of Allianz and it has confirmed that exclusions are placed on a dog based on an individual dog's medical history and not because of its breed. Having listened to the telephone conversation X had with Allianz on 10 March 2023 I'm satisfied that X wasn't told that an exclusion was placed on all dogs of A's breed. X has asked for a copy of this telephone conversation and I think Allianz should provide one to her.

A's exclusion was based on her medical history as recorded by her vet. Had it been Allianz's practice to automatically impose an exclusion on dogs of a specific breed, this is something that should've been brought clearly to the attention of potential policyholders, but there is no evidence that this is the case.

I've seen (an undated) letter to X from Allianz which stated that A's exclusion could be reviewed when A had reached 18 months to confirm that she was able to close her mouth, was coping with the malocclusions, and that there were no problems relating to the exclusion. It said that once this confirmation was received, the exclusion would be replaced with a permanent exclusion for malocclusion.

This was not correct. Allianz's final response letter of 14 March 2023 clarified that it didn't make sense to suggest that the exclusion could be reviewed at 18 months if the only outcome was for it to be made permanent. It says that feedback would be provided to the relevant team member.

So having considered the information provided by both X and Allianz, I'm satisfied that the exclusion was initially applied fairly given the information that Allianz had at the time from A's medical history. It was applied in line with Allianz's underwriting criteria which applies to all policy holders. This also states that the exclusion is reviewable at any time after A is over 18 months old. As it's not an exclusion that applies automatically to all dogs of A's breed, X's request that Allianz be required to state in its policies that specific exclusions will be automatically added to policies for specific breeds isn't appropriate.

### **My final decision**

For the reasons I've given above, I don't consider that Allianz Insurance plc has acted unfairly or unreasonably so I'm not upholding X's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask X to accept or reject my decision before 17 October 2023.

Nigel Bremner  
**Ombudsman**