

The complaint

Ms M complains that Allianz Insurance Plc (Allianz) didn't clearly notify her of a change in her cover resulting in a declined claim for her dog, under her pet insurance policy.

What happened

Ms M's dog was diagnosed with cruciate ligament disease in the right hind leg in May 2023. She paid for an operation and contacted Allianz to claim under her policy. It declined the claim because of an endorsement it had applied when the policy renewed. This excluded any claims relating to cruciate ligament damage in both hind legs.

Ms M says the endorsement was buried in the terms and condition. She says it was a significant and material change to her policy and Allianz didn't do enough to inform her of this. She also says that when the policy documents were provided there was a problem with the link. This meant the documents couldn't be viewed. Ms M also explains that her husband had experienced a period of poor health, which had occupied a lot of her time.

In its complaint response Allianz says it took over as underwriter for Ms M's policy in October 2022. It wrote to her providing her policy documents for its renewal in September. This included confirmation of the policy endorsements that came into effect from 16 November 2022.

Allianz says Ms M's dog had received treatment for cruciate damage for the left hind leg between November 2021 and January 2022. It says the endorsement to exclude any further hind leg cruciate damage claims was applied in line with its underwriting criteria. Because of this it declined Ms M's claim.

Ms M didn't think this was fair and referred the matter to our service. Our investigator didn't uphold her complaint. She didn't agree with Ms M that the endorsements should've been included in the cover email. And thought this information was clearly explained in the policy documents that she was invited to read.

Our investigator says that even if the endorsement was listed in the cover email, Ms M would need to find another insurer. She says it's unlikely that another insurer would provide cover for cruciate damage to her dogs right hind leg when the left had already been treated for the same condition. She explains that bilateral conditions such as this are commonly excluded by insurers. This is true for both Ms M's old and new policies.

Ms M didn't agree with this outcome and asked for an ombudsman to consider her complaint.

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 Ms M's complaint. I'm naturally sympathetic to her situation, but I don't think Allianz treated her unfairly. Let me explain.

The policy documents that were sent to Ms M were provided by email with a link to allow for downloading. There was a fault with the link, which meant the information wasn't accessible. However, a follow up email dated 30 September 2022 was sent to Ms M. This acknowledged the issue and confirmed the link is now fixed. The email address used was the same as Ms M confirmed to our service. I note she hasn't disputed receiving this.

Ms M's policy with Allianz inceptioned on 18 October 2022. So, I'm satisfied she had sufficient time to read the policy information she was sent.

The document provided consists of eight pages. The first page confirms the renewal date, and says, *"There are some changes explained in the enclosed Important Notice, so please read this to make sure your cover for the year ahead still meets your needs"*. Further down the first page under the heading, *"What to do now?"* there is a paragraph that repeats the instruction for Ms M to read her documents to understand the cover she has in place.

The next page of the document is blank. Premium information is on page three. Page four sets out questions regarding any health conditions Ms M's dog suffers from. The certificate of insurance is provided on page five. Page six of this document is headed, *"Do any Exclusions or Clauses apply for [Ms M's dog]?"*. It says:

"This section includes key information (which is in addition to your Terms and Conditions) that applies specifically to [Ms M's dog's] cover and also details any condition, group of conditions or event which is usually covered under the policy, but isn't for [Ms M's dog]."

There are three exclusions listed. The first two, which are relevant to this complaint, say:

"Excluding claims resulting from or connected to Arthritis/Djd Of The Stifle Joints from 16/11/22"

And:

"Excluding claims resulting from or connected to Cruciate Ligament Damage - Both Hind Limbs from 16/11/22"

The remaining two pages set out the Insurance Product Information Document. This is where other key information about Ms M's policy is provided.

Having read this document, I'm satisfied that the exclusion for cruciate ligament damage is made clear. I don't agree with Ms M that this is buried in the policy terms. The first page makes it clear that important changes have been made to the policy. Page six is headed in bold and sets out the policy exclusions that apply specifically to Ms M's dog's cover.

Based on this information Ms M was provided with details of the endorsements around three weeks prior to the inception of her policy with Allianz. I acknowledge what she says about her husband's health and the impact this had on her. I can understand this must have been a distressing time. But my role here is to consider whether Allianz acted fairly. I think it did. It provided clear information in a timely manner to allow Ms M to consider the suitability of its cover.

I've also thought about whether Ms M would've been able to source alternative cover had she been aware of the cruciate damage exclusion. But I don't think this is likely. Her policy excludes *"bilateral"* conditions from cover. The terms specially refer to cruciate ligaments

and that if one side of the body is affected, the other side will be considered as the same injury. The policy excludes cover for related injuries, which includes bilateral conditions. This is a common term in pet insurance.

Ms M's dog was treated for cruciate damage to the left hind leg in 2021/2022. So, I think it's unlikely an insurer would have provided cover for any further episodes of cruciate ligament damage.

Having considered all of this, although I'm sorry to disappoint Ms M, I don't think Allianz treated her unfairly when relying on its policy terms and declining 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 Ms M to accept or reject my decision before 15 February 2024.

Mike Waldron
Ombudsman