

The complaint

Mr C complains that Allianz Insurance Plc trading as Petplan wouldn't pay his pet insurance claim. Allianz is the policy insurer who's responsible for deciding whether claims should be paid. Mr C dealt with Allianz's agent about his claim and I'll refer to the agent as Allianz.

What happened

Mr C had pet insurance for his cat. In July 2023 Mr C's vet told him his cat needed dental treatment and sent an estimate. Mr C says he called Allianz who confirmed his policy would cover the cost. Mr C's cat had the dental treatment on 4 September 2023 and he claimed for the costs of periodontal disease (gum disease) treatment.

Allianz wouldn't pay the claim. It said that under the policy terms any dental treatment recommended by the vet had to be carried out within six months of the examination recommending the treatment. The cat's vet notes showed that in July 2021 and July 2022 the vet had told Mr C his cat needed dental treatment, so the treatment claimed for was outside the six months and not covered. Allianz also said it had told Mr C about the six months requirement when he called in July 2023.

Mr C complained to us that Allianz hadn't shown him the document that said treatment had to be within six months and it acted unfairly in telling him it was going to pay for his cat's dental treatment then not paying. He wants Allianz to pay the dental costs he claimed.

Our Investigator said Allianz had fairly not paid the claim. During our investigation Mr C queried about how the six months' time limit took effect when he renewed the policy. Our Investigator said the terms of the policy meant renewing the policy didn't reset the six months' time limit.

Mr C disagrees and wants an ombudsman's decision. He said the six month time limit should be reset on renewal of the policy otherwise he was paying for something that isn't covered on the policy. Also, he didn't think Allianz could say how long the six months' time limit rule should last.

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.

The relevant regulator's rules say that insurers must handle claims promptly and fairly and they mustn't turn down claims unreasonably. I'm sorry to disappoint Mr C but I think Allianz reasonably didn't pay his claim. I'll explain why.

Pet insurance policies don't cover every situation. Allianz can decide what risks it wants to cover in its insurance contract, the policy. The policy and the terms and conditions of the policy set out what Allianz will cover.

The policy says under the heading 'General conditions that apply to all sections of your policy':

'Providing routine care – what you need to do

Dental care - your pet must have a dental examination by a vet at least once every 12 months. Any treatment recommended as a result of this examination must be carried out within 6 months of the examination taking place

Preventative actions - you must take any actions normally recommended by a vet to prevent or reduce the risk of Injury/Illness...

Under the heading 'Conditions for Veterinary fees and Complementary Treatment' the policy says:

'The cost of dental treatment

We will cover the treatment of a dental injury or illness if:

- Your pet had a dental examination by a vet in the 12 months before the first symptoms of the injury or illness were seen, and*
- Any treatment recommended as a result of the last dental examination was carried out within 6 months of the examination taking place.*

We will not cover a scale and polish in routine or preventative circumstances'.

The policy did provide cover for dental treatment in some circumstances. I'm satisfied that the policy document is clear enough that if dental treatment is recommended at a dental examination, the treatment must be completed within six months of the date of the examination that first saw the symptom.

I've seen Mr C's cat's vet records. Allianz has referred to the following entries on those records:

'22/07/2021- Mild tartar teeth generally, worst carnassial, LHS especially, where also mild gingivitis and caudal gum recession. Advised dental asap'.

On 23 July 2021 the vet sent Mr C an estimate for dental treatment.

'28/07/2022- Dental Assessment Grade 2...Mild-moderate tartar teeth generally, more moderate carnassial where gingival recession both sides. Recommended dental'.

On the same date the vet sent Mr C an estimate for dental treatment.

The vet recommended dental treatment at the July 2021 and July 2022 examinations, but no dental treatment was carried out within six months of either of those examinations.

So I think Allianz reasonably declined Mr C's claim for the 2023 dental treatment as the treatment wasn't carried out as recommended by his vet within 6 months from the date of the examination in 2021 when the symptoms were first seen.

Mr C told Allianz that his vet had advised him to clean his cat's teeth on the first visit, and he was only advised about dental extraction on the second visit. But Mr C's vet practice emailed Allianz to say Mr C was advised that his cat should have dental treatment in 2021, 2022 and

2023 and a dental estimate was sent to Mr C each time. So I don't think it was reasonable for Mr C to understand that at the 2021 examination the vet had told him just to clean his cat's teeth and treatment wasn't needed.

I'm satisfied that Allianz correctly declined Mr C's claim in line with the policy terms.

I've also considered whether Allianz's decision to not pay the costs was fair and reasonable in all the circumstances, and I think it was.

Allianz's vet reviewed Mr C's vet notes and their opinion was that:

'(cat's name) dental procedure was only carried out on 04/09/2023. (cat's name) periodontal disease has progressed over the years and when she had her dental treatment in September 2023 the vets had to extract 3 teeth, her left and right carnassial were extracted due to "deep pockets". Had she done her dental in 2021 she may not have needed any or may have needed less teeth extractions'.

Allianz's vet opinion is that as Mr C's cat didn't have the dental treatment recommended within six months of July 2021 the cat's dental problem that required treatment in 2023 was probably worse. I've seen no vet evidence that disagrees with Allianz's vet's opinion so I accept what Allianz's vet says. That means I think Allianz reasonably considered that as Mr C's cat didn't have the dental treatment when first advised in 2021 the cat's gum disease was worse, and more treatment was required, in 2023.

I've listened to a recording of the July 2023 call when Mr C phoned Allianz to see if the dental treatment would be covered by the policy. Allianz told Mr C that dental treatment/injury was covered, providing his pet had received a dental check every year and any recommended treatment is carried out within 6 months of the check.

I understand that Mr C may have thought Allianz meant his cat's treatment would be covered. But in the call Mr C didn't tell Allianz that his vet had already advised for his cat to have dental treatment in 2021 and 2022 which hadn't been done. If Allianz had known the full circumstances I think it's more likely than not that Allianz would have told Mr C the dental treatment in 2023 wouldn't be covered.

Overall I'm satisfied that Allianz fairly and reasonably declined the claim.

Mr C's queried about the six months' limit. Our Investigator has correctly explained that the policy terms mean if Mr C renews the policy that doesn't mean that the six months' limit is reset. It's for an insurer to decide what risks it wants to insure. Allianz has decided it wants the six months' limit to apply from the date of the examination that first recommended the treatment. As I've said, the policy is clear enough about the six months requirement.

Mr C is concerned that if he renews the policy he'll be paying for dental treatment that isn't covered by the policy. But the policy provides many benefits and I've seen no evidence that Mr C has to pay an additional separate premium for dental cover. If his cat needs dental treatment for a completely separate matter in the future that may be covered by the policy terms depending on the circumstances and when the vet first advised the treatment was needed. Mr C would need to check with Allianz if there was cover for the treatment at the time if that situation arises.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 25 March 2024.

Nicola Sisk
Ombudsman