

The complaint

Miss K complains that Allianz Insurance Plc has unfairly declined a claim under her pet insurance policy.

Where I refer to Allianz, this includes the actions of its agents and claims handlers for which it takes responsibility.

What happened

The detailed background to this complaint is well known to both parties, so I'll only summarise the key events here.

In December 2023, Miss K's tortoise sadly passed away. She's told us she thought he was hibernating at first, and it was several days before she realised what had happened. She made a claim under her pet insurance policy.

Allianz asked for a post mortem report from the vet. It said it wouldn't pay the death benefit under the policy without one.

But Miss K had already buried her tortoise and she wasn't prepared to remove him from his place of rest. She also didn't think a post mortem would be possible given how long her tortoise had been deceased. She'd been told by the vet that it would need to be carried out within 24 hours. And the cost of the report was more than what the policy would pay.

Allianz insisted on a report, so Miss K raised a complaint which she brought to our Service. But our Investigator was satisfied Allianz had acted in line with the policy terms and hadn't treated Miss K unfairly.

As Miss K doesn't agree, the complaint 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.

I'd like to reassure Miss K that whilst I may have condensed what she's told us in far less detail and in my own words, I've read and considered all her submissions. I'm satisfied I've captured the essence of the complaint and I don't need to comment on every point individually, or possibly in the level of detail she'd like, in order to reach my decision. This isn't meant as a discourtesy, but simply reflects the informal nature of our service.

Miss K's policy says it will pay *"the current market value or the maximum benefit, whichever is the lesser amount"* in the event of her tortoise's *"death from an accident, illness or injury"*. The policy has the following conditions of cover:

"If your pet dies and you are making a claim under the death benefit of your insurance you will be required at your own expense to support your claim with either:

- i) *A full written post mortem report from a veterinary surgeon if your pet dies from a sudden or unexplained death, or dies within the first 12 months of your insurance cover starting. Or:*
- ii) *In all other cases, a death certificate from a veterinary surgeon.”*

I can't see that any explanation has been provided for why Miss K's tortoise suddenly passed away. As the death is unexplained, Miss K is required by the policy terms to obtain a post mortem report. As such, I'm satisfied Allianz has applied the policy terms correctly.

I've also considered whether Allianz has applied the policy terms fairly.

Miss K believes her tortoise had passed away several days before she realised, so she may have been too late for a post mortem to take place anyway. And she's been quoted £270 for the report, when her policy's maximum benefit is £250, so the policy doesn't provide any value and puts her out of pocket. These are valid concerns.

However, Miss K didn't take her tortoise to the vet after he passed away. Instead, she buried him and then made a claim. So Allianz has no way of knowing if Miss K's claim meets the policy terms. It needs to satisfy itself that the death arose from an accident, illness, or injury. And that the claim isn't caught by any exclusions, for example that the death arose from a pre-existing condition.

So whilst it's arguably unfair for Allianz to insist on a full written post mortem report, I think it's reasonable for Allianz to want to see something from a vet who'd seen Miss K's tortoise after it passed.

The onus is on Miss K to prove she has a valid claim under the policy. And other than her testimony that the tortoise has passed away, Allianz has nothing on which to validate the claim. As Miss K had already buried her tortoise by the time she contacted her insurers and she didn't want to remove him from his place of rest, I can't fairly say Allianz could've done anything more to accommodate Miss K's claim under the policy.

It's for this reason that I'm not upholding Miss K's complaint. I'm sorry to be the bearer of bad news. I appreciate this will come as a disappointment to Miss K at a time when she's already grieving the loss of her pet, for which she has my condolences.

My final decision

For the reasons I've explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss K to accept or reject my decision before 16 December 2024.

Sheryl Sibley
Ombudsman