

The complaint

Mr S complains that Allianz Insurance Plc declined a claim on his pet insurance policy.

What happened

Mr S has been assisted in dealing with the complaint by his partner, who has dealt with the correspondence relating to this, but for ease I'll refer to Mr S throughout.

Mr S made a claim in April 2024 for vets' fees after his pet had treatment for a ruptured cruciate ligament.

Allianz declined the claim, saying the symptoms and the notes on the clinical history were consistent with cruciate ligament disease, it had paid a previous claim for cruciate ligament damage in May 2023, and Mr S had reached the maximum benefit limit of £3,000 for this condition.

Mr S said the treatment in 2024 followed an acute injury and was not caused by cruciate disease, so it wasn't fair to treat the two separate incidents as the same condition.

Our investigator didn't think it was fair to decline the claim. He said the evidence indicated these were two independent events rather than cruciate disease. He asked Allianz to pay the claim, together with interest if the fees had been paid, and compensation of £150 for any distress and inconvenience caused.

Allianz disagrees and has requested an ombudsman's decision. It has provided further comments from its veterinary adviser in support of this request.

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 industry rules and guidance say insurers must deal with claims promptly and fairly, and not unreasonably reject a claim.

The policy covers the treatment of each illness and injury for 12 months, up to a maximum of £3,000. If the pet has suffered from the same symptoms or has been diagnosed with the same illness in the past, the maximum benefit starts from the first time the pet received vet treatment.

This applies regardless of whether the vet says the past and current illnesses are not linked, and/or the symptoms or illness are in the same or different parts of the pet's body.

Mr S made claims for treatment for cruciate damage and applying the policy terms strictly would mean there would only be cover for up to £3,000 for that. Allianz declined this claim as it had already paid the maximum of £3,000 for cruciate treatment. But when considering how Allianz applied the policy terms, I need to consider whether its actions were fair. It's long been our approach that it wouldn't be fair to apply a policy limit in this way if the two claims

are not connected and do not have the same underlying cause.

While it might be fair not to cover further treatment relating to the right leg, Mr S also made a claim for treatment relating to the left leg. He has provided comments from the treating vet and says these were two unrelated acute injuries, which were not caused by the same condition.

Allianz relied on comments from its veterinary adviser, including that:

- X-rays in 2023 showed osteoarthritis and effusion in the joint, with no mention of surrounding tissue damage, indicating the cruciate ligament rupture was more chronic in nature. Osteoarthritic changes were visible on x-ray showing degenerative changes were present. As a result, the second cruciate was always likely to fail.
- In 2024, the dog did not have any significant traumatic injuries to explain the cruciate ruptures and normal activities like playing, jumping or running would not lead to a cruciate ligament rupture in healthy joints.
- The clinical report dated 23 April 2024 recorded "Marked effusion of the left stifle joint and periarticular new bone formation." This information was omitted from the report of 19 March 2024.

I appreciate these comments support Allianz' view, but I need to weigh that against what the treating vet says, which includes:

- He examined the dog in March 2024, when there was an acute onset of lameness in the left leg, with no history of lameness in that leg. X-rays showed effusion (swelling within the joint) and no signs of periarticular new bone formation, which would be expected to be present if cruciate pathology had been present for some time.
- These findings of an acute onset of stifle lameness and cranial tibial thrust instability, no prior history of lameness and recent stifle pathology are typical of an acute rupture. This is further supported by the clinical assessment and x-rays in May 2023, where the left stifle joint was assessed and found to be entirely normal.

Given that was the vet who examined the dog and treated him, their comments carry some weight. And I note they are a specialist, so would be expected to have particular knowledge of the area. While one of the notes referred to new bone formation, the other note did not. They were very clear when providing their comments there wasn't any sign of it, and the incident in 2024 was an acute injury, not the result of an existing condition, explaining the reasons for this. The evidence from 2023 doesn't appear to show any problems with the left leg at that point.

Taking everything into account I think, on balance, the treating vet's comment are more persuasive, and so it wouldn't be fair to rely on the contrary views and decline the claim for treatment costs for the left leg.

Having the claim rejected added to the distress Mr S would have felt as a result of his pet needing to have surgery and this could have been avoided if the claim had been accepted. In the circumstances I agree a payment of compensation would be fair.

My final decision

I uphold the complaint and direct Allianz Insurance Plc to settle the claim for treatment costs relating to the left leg in line with the remaining policy terms. If the fees have already been paid, interest at 8% a year simple is to be added from the date the costs were paid to the date of settlement.

I also direct Allianz Insurance Plc to pay compensation of £150 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 28 February 2025.

Peter Whiteley
Ombudsman