

The complaint

Mrs D complains that Allianz Insurance Plc (Allianz) unfairly declined a claim under her pet insurance policy.

What happened

After rehoming a dog on 12 October 2024, Mrs D took out pet insurance with Allianz on 16 October 2024.

On 14 November 2024, an urgent pre-authorisation request was submitted to Allianz for x-rays following a visit to vets on the 13 November 2024. This was because Mrs D noticed the dog's hind limb movement had changed. Prior to its submission Mrs D had called Allianz to ask if x-rays were covered as her dog was lame on her left hind leg. The notes from this call state Mrs D was advised it couldn't guarantee the claim, but pre-authorisation is recommended.

Allianz reviewed the pre-authorisation and on 19 November 2024 it was declined. Allianz said the dog had displayed symptoms of lameness within the first 14 days of the policy starting. Allianz explained from the vet history, the dog had shown signs of lameness in the visit on 30 October 2024 and the notes confirm, the vet said the dog had some crepitus on manipulation of the right stifle and had right hind mobility issues.

Mrs D made a formal complaint on 25 November 2024 to Allianz. As Mrs D disagreed that the symptoms were related and said that the dog jumped and fell in the garden on 8 November and that is what caused the latter issue. She said the initial visit to the first vet and its observations were anecdotal and unrelated to the condition that now needed treatment. Mrs D has also raised concerns with the legitimacy of this vet and its practices, which Mrs D has raised with the management of that surgery. Mrs D feels because of this its notes are unreliable.

Mrs D also referred Allianz to the Consumer Rights Act 2015 and said their broad application of the term 'pre-existing' went against contract terms being fair and transparent. She also referred to ICOBS 8.1.1R and said by declining her claim based on unrelated comments and a resolved incident breached their requirement to handle claims fairly.

On receiving the complaint, Allianz referred the matter to their internal vet, however on review it maintained its initial decision to decline the pre-authorisation of the claim.

Mrs D was unhappy with its decision, so she brought the complaint to this Service to investigate, but our Investigator didn't uphold it. She was satisfied Allianz had declined the pre-authorisation request fairly. Mrs D didn't agree, she said there was no diagnosis of lameness during the first vet visit and the true onset of illness was after the deferral period. Mrs D rebuts Allianz use of IPID clause "symptoms before your cover started" and says Allianz has not satisfied the burden of proof and reasonableness. So, 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.

Our Investigator didn't uphold Mrs D's complaint and Mrs D has come back with a detailed response I want to reassure Mrs D I understand her depth of feeling on this complaint. I have taken into consideration what Mrs D has said but I'm not persuaded that it changes the outcome of this complaint.

I can appreciate Mrs D would like to have her claim pre-authorised as it can be worrying if there is uncertainty if a claim will be paid.

On the Certificate of Insurance Mrs D has for her policy, it says:

"If your pet showed symptoms of an illness or had an injury before your policy started, we will not cover any claim relating to that illness or injury. We explain when we cover pre-existing conditions in the 'Pre-existing Conditions and Exclusions' section of your Terms and Conditions. Your insurance does not cover any illness which starts in the first 14 days of your pet's first policy year.

Please read your Terms and Conditions for full details."

And illness, illnesses are defined in the policy as:

*Any change from a healthy state, sickness, disease, defects and abnormalities, including defects and abnormalities **your pet** was born with or were passed on by his/her parents."*

From what I've seen, I'm persuaded it is fair for Allianz to decline the pre-authorisation, and I'll explain my reasoning below.

Having looked at the vet notes from 30 October 2024 it says:

".... O [Owner] also reports had limp on HL but cannot remember which one, this has self-resolved O also reports when defecating unwilling to bear weight on R hind... Some crepitus on R stifle manipulation"

It also records Under the Diagnosis – Problem list:

"...R hind mobility issue"

Treatment isn't offered at this stage as the dog has soft stools and it recommend prebiotics to sort this out first then a short course of steroid can be issued.

I appreciate that Mrs D has said her dog was taken to the vet for her vaccination only and the vet conducted a physical examination, which was not requested but conducted by the vet as part of their "upsell" examination protocol. She said it was only after the vet had recorded "crepitus on R stifle manipulation" that she told the vet that the dog had a past limp from being hit by a self-closing gate, but it had self-resolved. But Mrs D then goes on to say, that the vet did not mention the crepitus to her but simply recorded it because it was nonconsequential. This statement is contradictory.

However, from what I've seen the information was given voluntarily to the vet as well as saying the dog was unwilling to bear weight on R hind when defecating. I appreciate Mrs D has also said she checked with the dog's previous owner who said that behaviour wasn't

unusual for this dog and is not atypical behaviour for a healthy dog. I can see Mrs D feels strongly about the practices of the veterinary surgery, but it isn't unusual for a vet to give a dog a general examination at a routine appointment and especially as Mrs D had indicated there may be some issues.

I appreciate Mrs D feels these notes should be disregarded but I don't think it is unreasonable for Allianz to rely on them as Mrs D agrees that she informed the vet of the above information. I'm persuaded from what I've seen that there does appear to be an issue with mobility and there was evidence indicating these issues occurred prior to the policy being taken out and or during the deferment period.

I can see Mrs D has decided to change veterinary practice. And on 13 November Mrs D took her dog to be examined. The vet recorded the visit was for multiple issues one of which was recorded as "...hind limb movement seems changes – occasional scream in garden – O unsure by this..."

The vet noted the dog's hind limbs were stilted, ataxia was present in both legs and knuckling increased.

Mrs D says this happened because the dog fell in the garden on the 8 November 2024.

I'm persuaded that the second vet notes also support that the dog has mobility issues.

No one can be sure that the symptoms and clinical signs from both vet visits are linked but it isn't unreasonable at this time for Allianz to think they are most likely connected so I think it is fair for Allianz to decline the pre-authorisation, based on the information available. Allianz have said if the x-rays and other investigations show the current ataxia issues are not linked to the hindlimb lameness issues from the initial 14 day period, it will consider the claim. Which I'm satisfied is fair and reasonable.

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 Mrs D to accept or reject my decision before 16 June 2025.

Angela Casey
Ombudsman