

The complaint

Miss S complains Allianz Insurance Plc trading as Petplan has unfairly declined a claim she made on a pet insurance policy.

What happened

Both parties are aware of the full details of what led to the complaint, so I won't explain them in detail here. Instead, I'll set out what I believe are the main events.

- 17 August 2024 Miss S' dog, "F" needed surgery to remove a foreign body from her stomach. Around the same time, Miss S took out a pet insurance policy with Allianz to protect against costs should anything happen to F in the future. The policy has a 14-day exclusion period for costs related to treating illnesses that are noticed during that time, or any treatment needed later for an illness where signs and symptoms of it, were present in the first 14 days.
- At post operative check ups on 21 August 2024 and 22 August 2024 the wound was noted to be oozing with some blood present. The treating vet suspected an infection and prescribed an extended course of antibiotics.
- 27 August 2024 the wound was noted to be *"...looking good, no swelling/discharge Oozing has stopped, removed some scabs along incision line and wound underneath healing well"*
- 31 August 2024 the 14-day exclusion period ended
- 3 September 2024 the wound was noted to be healing very well; Miss S says F was back to normal and she was advised to gradually introduce short lead walks
- 10 September 2024 F had booster vaccinations, health check was noted as being *"all okay, has recovered well from gastrotomy surgery"*
- 23 September 2024, Miss S reported F to being quite quiet and having a bloated belly. She opted to starve her for 12 hours and monitor her overnight.
- 24 September 2024 an ultrasound confirmed F had blood in her abdomen and surgery was performed. Significant scarring and blood clots were noted at the site of the previous surgery and other abnormalities of the stomach were noted, with possible gastric torsion being considered as a diagnosis alongside potential blood clotting issues.
- F went on to have many tests, including specialist ones, which didn't provide a definitive diagnosis. A blood test did however highlight a low level of platelets in F's blood. She received treatments including transfusions over a sustained period and later recovered.

Miss S made three claims to Allianz for the costs associated with F's tests and treatment from 24 September 2024 onwards.

Allianz considered the claims but declined them. It explained it believed the later blood clotting issue F experienced initially showed signs or symptoms in the first 14 days of the policy when the previous surgical wound was noted to be oozing and bleeding. It said as the wound took a longer time to heal than is usually normal, this indicates the blood disorder was likely present at that time.

Miss S disagreed with Allianz's position and complained, F's treating vet also provided their commentary. They said there has been no diagnosis of what caused the abdominal

bleeding, and they didn't think the two events could be linked. They also pointed out the wound healed and there were no further concerns with it prior to the later issues.

Allianz considered the complaint but didn't change its position. In its complaint response it explained it had also added additional exclusions to the policy due to F's veterinary history prior to the policy being taken out.

An investigator looked into the complaint and explained to Allianz she thought it should be upheld. She said as the previous surgical wound had healed, and F was reported to be well in the weeks leading up to the abdominal bleed being noticed, she didn't think it was fair to decline the claims. The Investigator said that a wound bleeding and noted as oozing isn't unusual, so she didn't think it was fair, in the absence of any formal diagnosis, for Allianz to say these were signs or symptoms of a later illness. The Investigator said Allianz couldn't apply the 14-exclusion period and it should reconsider the claim. The Investigator also said that Allianz should pay Miss S £200 compensation to reflect the distress and inconvenience she had been caused.

The Investigator in her opinion also explained to Miss S that she thought it was fair for Allianz to add exclusions to the policy for claims related or connected to The Gastro-Intestinal/Digestive and Foreign Body in the Gastrointestinal Tract. She was satisfied Allianz had asked a clear question at application about F's previous veterinary history and F had suffered from those issues.

Allianz disagreed with the Investigator's opinion and asked for an Ombudsman to consider the complaint. In doing so, it also provided the opinion from a veterinary expert it had consulted about F's issues. That vet concluded that there was strong evidence F had a blood clotting issue, and this could explain the prolonged healing of the initial surgical wound. They also suggested that a previous issue F had with bleeding from her tongue after exercise could be linked to this condition. It was their opinion that F had a blood disorder which was likely present prior to the policy starting and at least evident within the first 14 days.

The case 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.

The relevant policy term that Allianz has relied upon to decline the claim is set out in the general conditions section of the policy and it says:

"7. Any symptoms of an illness in the first 14 days of your pet's cover

If your pet has symptoms of an illness in the first 14 days of their first policy year, we won't cover any costs relating to that illness. This is whether treatment is need within the first 14 days or later on,"

Where the evidence is contradictory, as some of it is here, I reach my decision on the balance of probabilities – that is, what I consider is most likely to have happened or, considering the evidence that is available and the wider surrounding circumstances.

Here, Allianz, the vets that have treated F and the consulting vet all recognise that this is a very unusual case. The tests performed haven't resulted in a firm diagnosis and it is unknown why F experienced the issues she did. What is known, is a blood test identified a

reduced level of platelets in F's blood. But I'm mindful that this was taken after the issue arose, no testing took place before that time so it can't be said for certain when the deficiency arose.

The vet Allianz consulted has explained that a clotting disorder could explain other issues F had had such as a bleeding tongue after exercise, noticed prior to the policy starting. And the prolonged healing of the wound from the initial surgery. And it is Allianz's position that as bleeding and oozing of the wound was noted within the first 14 days of the policy, and which it believes can be strongly linked to a clotting disorder, the claim for the resulting investigations and treatment can be declined.

I don't doubt the consulting vet's opinion that a platelet or clotting issue could have played a part in the delayed healing of the wound or, be an explanation for it. However, I'm also mindful that there could also be other alternative explanations – in my experience wounds are often reported as bleeding and oozing post surgery, and sometimes, at the start, that can be quite heavy. However, it doesn't automatically indicate an underlying blood disorder is the cause.

I accept it took slightly longer for F's wound to heal; however, the treating vet suspected a possible infection and extended the course of antibiotics accordingly. After which, the wound was reported to have healed, and F was back to normal. Again, this doesn't seem too unusual.

I've considered the findings of the abdomen bleed surgery, that blood had likely collected for a while and clots were present around the previous incision site. But again, no definitive timeframe has been determined here. The bleed could have started at any point, so I'm not persuaded that this shows more likely than not, it was present within the first 14 days of the policy. I'm also mindful there was no firm diagnosis for the abdomen bleed, and other potential possibilities were suggested such as a reaction to the recent vaccination F had or stomach torsion.

For Allianz to fairly decline the claims it must show signs or symptoms of an illness occurred in the first 14 day, so that is only that issue I need to consider here. Based on all the evidence available to me, in this case I am more persuaded by the treating vets' evidence. Generally, I find statements made by a treating vet more persuasive as they are the ones that examined the animal and prescribed the treatment at the time, and they did so free from any other consideration or influence.

While the platelet issue was certainly present at time of abdomen bleed, there are no prior blood tests, which confirms it was present previously. Bleeding and oozing of a wound can happen normally and, it appeared to heal after an extended course of antibiotics was provided. So, overall, I'm not persuaded Allianz has demonstrated that it is more likely than not, F showed signs or symptoms of a later illness within the first 14 days of the policy.

Allianz should now reconsider the claims in line with the remaining terms and conditions and excesses or the policy. Should the claims be valid, I would expect it to pay any outstanding amounts and reimburse Miss S any payments she has already made, with interest.

As I have acknowledged above, all parties have recognised this is an unusual case however I don't think Allianz reached a fair or reasonable conclusion. Miss S has explained this has been very worrying for her and she has had to borrow money to fund the vets' bills.

I do recognise the whole matter would have been very worrying for Miss S especially as she was concerned about F and was told at one point she may need to be put to sleep. And I think Allianz declining the claims would have added to that worry. Considering everything, I

do think Allianz should pay Miss S compensation of £200 to reflect the trouble and upset she has been caused.

When reviewing the claim, Allianz has separately added exclusions to Miss S' policy for claims related or connected to The Gastro-Intestinal/Digestive and Foreign Body in the Gastrointestinal Tract, as these were issues F had experienced prior to the policy starting.

The relevant regulations The Consumer Insurance (Disclosure and Representations) Act 2012 (CIDRA) allow Allianz to do this if it can show it asked a clear question about preexisting conditions when the policy was taken out and that it would have done something different (e.g. added exclusions) had it known about them from the start. Here I'm satisfied Allianz has demonstrated these requirements and as such, it has fairly added these exclusions to the policy.

Putting things right

To put things right Allianz should do the following:

- Consider the claims in line with the remaining terms and conditions and, excesses of the policy.
- Should the claims be accepted, it should, arrange for any outstanding amounts to be paid. It should also reimburse Miss S for any costs she has already paid adding interest at 8% simple per year from the date she paid them to the date it makes payment to her.
- Pay Miss S £200 compensation.
- Allianz must pay the compensation within 28 days of the date on which we tell it Miss S accepts my final decision. If it pays later than this, it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year simple.

My final decision

My final decision is I uphold Miss S' complaint against Allianz Insurance Plc trading as Petplan. I direct it to put things right as I have set out in the section above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 11 July 2025.

Alison Gore
Ombudsman