

The complaint

Mrs H's complaint is about the conduct of Allianz Insurance Plc, trading as Pet Plan ('Allianz').

Mrs H says Allianz treated her unfairly.

What happened

Mrs H took out a pet insurance policy with Allianz intended to cover a pet she adopted from an animal charity.

When Mrs H made a claim on the policy it became clear that she was not in possession of the pet at the start date. Allianz said they couldn't provide her with cover for this period, and in accordance with her policy terms, they would restart the cover from the date the pet was brought home to live with her.

Mrs H is unhappy about this for several reasons. She says the term Allianz are relying on is unclear and that it was not brought to her attention at the time she took the insurance out. She is also concerned about the effect this has on her claim, as restarting the policy on the date she took the pet home puts it within the exclusion period.

Our investigator considered Mrs H's complaint and concluded it should not be upheld. Mrs H doesn't agree so the matter has been passed to me to determine

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.

Having done so, I don't uphold Mrs H's complaint. Before I explain why, I wish to acknowledge both her strength of feeling about the matters she's complaining about and the detailed submissions she's made. Whilst I've read everything she's said, I won't be addressing it all. That's not intended to be disrespectful. Rather it represents the informal nature of the Financial Ombudsman Service. Instead, I will focus on the crux of Mrs H's complaint, namely whether Allianz did anything wrong.

The starting point is the policy terms. They say:

"If your pet isn't yet in your possession or he/she's missing when your policy starts, the cover under this policy doesn't begin until you take possession or are reunited with your pet. Any accident, injury or illness that occurs before you take possession or are reunited won't be covered by your policy."

It's clear in this case that Mrs H wasn't in possession of the pet when she took the policy out. Rather the pet was still with the animal charity she adopted it from. Mrs H took the pet home around 10 days later.

Mrs H has argued that the term Allianz are relying on is unclear, and that as far as she was

concerned, the pet was her legal responsibility from the time she took out the cover because she'd paid a deposit for it and had made a clear commitment to adopt it. Because of this she says she took on financial responsibility for it. Mrs H has also said that she had an insurable interest in the pet as she'd paid a deposit and for a blood test for it. Had the pet died or there been other reasons why the adoption didn't proceed, she says she would have lost the sums she'd paid out. In addition, Mrs H says that Allianz can't rely on a term where the breach didn't increase the risk of loss to them.

I appreciate that Mrs H's attention might not have been drawn to this clause when she took the policy out and this would have been important to her. But not all terms are significant in nature such that they need to be drawn to a policyholder's attention. This term isn't unusual. It does appear in many pet insurance policies albeit in different forms. Ultimately the intention of most pet insurers is to exclude providing cover where the pet isn't in the physical possession of a policyholder. That isn't in itself unfair. And I can see that the risk of a claim to an insurer could well be increased in this type of scenario, particularly where a policyholder isn't able to say with certainty whether a pet started to exhibit signs or symptoms of an illness before it was in their possession. So, I don't think that Allianz necessarily needed to bring the term to Mrs H's attention. From what I've seen, they couldn't have known that the pet wasn't yet in her possession at the time of taking out the insurance. And Mrs H does seem to have been provided with all the policy information needed to satisfy herself that the cover was suitable for her demands and needs before she took it out in the form of the policy terms. As such I'm not persuaded that Allianz needed to do anything further here.

But even if the term should have been drawn to Mrs H's attention, I'm not satisfied she would have necessarily done anything differently. Ultimately there was a period where the pet was not living with her, during which she made various payments towards the cost of it. She took out insurance from the date she put the first deposit on the pet but before she brought it home. There's nothing in the submissions Mrs H has provided that suggests she would have brought it home sooner had she been aware of the term Allianz have relied on. Doing so would suggest some level of insight into a claim she says the pet wasn't presenting any symptoms of until a later date. Because of this I think it's more likely she would have proceeded with the cover irrespective of the term, even if it had been drawn to her attention. I think this is most likely because I am doubtful that Mrs H would have found insurance elsewhere that would have covered her for the period the pet was not living with her in any event.

I turn now to the clarity of the term itself. I don't agree that it is not sufficiently clear and I don't think the word "*possession*" has to be defined in order for it to be clear enough. Rather I have applied the ordinary definition of the word, namely that the pet was owned and controlled by Mrs H. But I haven't seen any evidence to confirm that this was the case whilst the pet was still with the animal charity. It's right that she paid a deposit and that she'd paid for a blood test. But the pet was very much the shelter's responsibility at that point, at least until full payment had been made and she had collected it. So, whilst I appreciate that Mrs H fully intended to be the legal owner, I don't think she was at this point nor that she was in control of the pet either. Rather I think the animal charity were until she took it home.

I have already set out that I think not being in control of the pet at the time it was insured does by its very nature increase the risk to Allianz- largely because Mrs H wouldn't have been able to pick up on any early signs or symptoms of illness or injury at this time. And I don't think that Allianz aren't entitled to rely on their policy exclusion because Mrs H contends she was in control of the pet when it started to experience symptoms. From what I've seen it's quite possible that these symptoms could well have been present before she was in possession of the pet (given the purchase of medicated shampoo for a possible skin problem). If Mrs H was in possession of the pet sooner, it's also possible a skin problem

would have revealed itself to her sooner. The prejudice to Allianz in this not occurring is framed in her request for them to accept a claim that could well have fallen into the initial 14-day exclusion period. So, I don't agree that there is no prejudice to them in this proposition. In reaching this conclusion, I haven't determined the outcome of the claim Mrs H made on the policy. That's something that Allianz will need to determine following the outcome of this complaint and will depend on whether Mrs H is content for the policy to start from the date she took her pet home, in accordance with the policy terms, or cancel it entirely. That said, the evidence I have seen from the vet in this case (which was later retracted following the claim being declined) is suggestive of there being signs and symptoms of a problem with the pet's skin when it was still with the animal charity.

Overall, and for the reasons I've set out, I don't think Allianz did anything wrong by moving the start date of the policy to the date Mrs H took the pet home. Their terms entitle them to do this, and I think they can reasonably rely on them in this case. Allianz have asked whether Mrs H still wants to retain her policy with a start date equivalent to the date she took the pet home. It's now up to Mrs H to confirm whether she wants this to Allianz, failing which they will be entitled to assume she does and continue cover from the date of possession of the pet.

My final decision

For the reasons set out above, I don't uphold Mrs H's complaint against Allianz Insurance Plc trading as Pet Plan.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 8 September 2025.

Lale Hussein-Venn
Ombudsman