

## **The complaint**

Mr S' complaint is about a claim he made on his Allianz Insurance Plc ('Allianz') pet insurance policy, which Allianz declined.

Mr S says that Allianz treated him unfairly.

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my decision.

## **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 won't be upholding Mr S' complaint and agree with the conclusions set out by the investigator for these reasons:

- The starting point is the policy terms. They cover *"the cost of treatment for dental or gum problems which are caused by an accidental injury. For example (but not limited to), when your pet's teeth are healthy and a tooth is fractured due to the chewing of something hard or his/her face being accidentally hit on a hard surface."* They also exclude:
  - *"Any dental or gum problems which are caused by illness or any reason other than an accident/injury. For example (but not limited to), we won't cover any costs due to periodontal disease, gingivitis, a build-up of tartar etc.*
  - *Any damage to decayed teeth, even when caused by an accident/injury. A decayed tooth is weaker and is more prone to accidental damage.*
  - *Any scaling and polishing of the teeth or any other routine or preventative dental treatments."*
- Given that cover is limited to dental treatment caused by accidental injury, the onus is on Mr S to show that he has a claim capable of cover under the policy rather than Allianz to necessarily prove that his claim is subject to an exclusion. In this case Mr S says that the problem with his pet's jaw came on suddenly when eating and therefore was most likely to have been caused by trauma, leading to it being covered under the policy. But there's nothing in the pet's clinical notes or Mr S' testimony to suggest why this might be. For example, Mr S has not given any evidence to suggest the pet was eating something particularly hard at the time and the clinical notes I have seen say the pet is on a diet of wet food, which is typically very soft. In addition, the veterinary evidence the pet's vet has supplied on initial examination lists a number of variable possibilities for the problem with the pet's tooth, only one of which is listed as a foreign body, that would lead to a conclusion of injury. But there is no evidence of foreign body later being discovered

anywhere. There is therefore no compelling evidence to support that the problem happened as a result of injury, which is what we would expect to see in order to support the conclusion that this was the cause of the problem being claimed for here.

- Moreover, the weight of the evidence I have seen points towards the pet having problems that have stemmed from a dental condition rather than an injury. The vet's notes record marked to moderate tartar, loose teeth and extractions being necessary as well as a root abscess, with tartar being a common theme across all of the teeth noted. And there is nothing to support that those problems occurred as a result of a specific injury. In the absence of that, I can't say that Allianz did something wrong when they turned down Mr S' claim. The policy does specifically exclude claims relating to a build up of tartar or weaker teeth as a result of dental decay. Given the content of the clinical notes, I think Allianz have established these exclusions apply here.
- Mr S' pet's vet has said the claim is for diagnostic investigation and not just dental treatment and that this was necessary, therefore should be capable of cover. Whilst that might be the case, ultimately those investigations discovered a problem that was not covered by the policy. It follows therefore that the claim in its entirety is not covered because the policy doesn't offer cover for diagnostic investigations where the problem claimed for is not covered.
- Mr S says the urgency and medical complexity are relevant to his claim. Whilst I appreciate his pet's symptoms might have come on suddenly, this on its own is not sufficient evidence to support an injury and the remaining evidence I've seen suggests otherwise. The claim itself doesn't need to be for routine dental care or be for something that is known to be as a result of a dental illness for it to be covered by the policy. Rather it needs to be for a specific injury the pet suffered and in this case, I'm not satisfied that Mr S has established that this was the cause.
- Mr S also feels the policy is too narrow. I don't agree. Most pet insurance policies don't offer cover for any dental problems. There are some exceptions but it's a matter for insurers to determine the level of risk they're prepared to take on and in this case, I'm satisfied that Allianz' policy terms clearly set out the extent to which they are covered.
- I appreciate that Allianz' decision not to cover Mr S' claim would have had considerable financial and emotional consequences for him but given what I've said above, Allianz were not wrong to decline his claim. For that reason, I can't say they need to do anything further.
- Mr S is concerned with the handling of his claim and the time it took Allianz to deal with it. I can see the claim was handled well within the timescales we'd expect of an insurer so whilst I appreciate Mr S might have wanted a decision sooner, this isn't something we'd expect an insurer to do. And the initial decision to decline the claim was prompt and correct. As such I don't think Allianz did anything wrong here.

**My final decision**

For the reasons set out above, I don't uphold Mr S' complaint against Allianz Insurance Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 17 October 2025.

Lale Hussein-Venn  
**Ombudsman**