

The complaint

Mr S' complaint is about a claim he made on his Alwyn Insurance Company Limited ('Alwyn') pet insurance policy, which was declined.

Mr S says Alwyn treated him unfairly.

What happened

The background to this complaint is well known to both parties so I won't repeat it 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 agree with the conclusions reached by the investigator for the reasons set out below and won't be upholding Mr S' complaint.

- The policy doesn't provide cover for pre-existing conditions. These are defined as *"Any diagnosed or undiagnosed Condition which has occurred or existed or has shown signs or symptoms of existing in any form before the Policy Start Date or within the Waiting Period in the first Period of Insurance. This also includes any diagnosis, or any Clinical Signs caused by or resulting from an Accidental Injury or Illness Your Pet had on an Associated Condition before the Policy Start Date or within the Waiting Period in the first Period of Insurance."* In this case I'm satisfied that Mr S' pet was exhibiting signs or symptoms of the condition it was eventually diagnosed with before the policy was in place, namely idiopathic epilepsy. That's because the pet experienced a seizure which prompted a visit to the vet shortly afterwards. During that visit the possibility of recurrent seizures was discussed with Mr S as well as the use of anti-epileptic medication in future. So, whilst I accept that the pet was otherwise healthy, Mr S would have been aware that it had exhibited signs or symptoms of a problem that could reoccur in future. It therefore makes no difference whether the condition was undiagnosed at that point. As such Alwyn were entitled to decline Mr S' claim.
- Mr S has made submissions about his pet's state of health and the vet's reaction to his seizure before the policy being in place as being unremarkable and calm. But he accepts that the possibility of epilepsy was discussed with him. Because of this I'm not satisfied that he had no knowledge that there was something wrong with his pet (for which clinical attention was sought) that might later pose a problem.
- Mr S says that it was not made clear to him when he took out the policy that undiagnosed conditions that had exhibited symptoms would not be covered and if it had been, he would have remained with his existing insurer. I don't agree. When he purchased the policy, Mr S agreed to a list of assumptions, one of which was: *"You accept that no cover will be provided for any illness that is pre existing or has displaced symptoms (changes in your pet's normal healthy state, condition or appearance, bodily functions or behaviour) or if were to arise within the first 14 days from the original policy start date of your policy or 5 days in the event of an accident."* The Insurance Product

Information Document also highlighted the exclusion under the '*what is not covered*' section, as I would expect it to so I think Alwyn did what they should have here by making the exclusion clear. The assumptions that Mr S agreed to also drew his attention to the information he needed to understand, namely that undiagnosed conditions that had displayed pre-existing signs or symptoms were also not covered.

- Mr S says Alwyn didn't tell him when he telephoned them prior to incurring the costs of an MRI scan that his claim would not be covered. I've listened to the call, and I'm satisfied that they didn't have to because they weren't in a position to say so at that point. No claim had been made, and the pet's clinical history was not available to Alwyn to determine whether the condition being claimed for was pre existing. A pre authorisation decision was not being sought on this call by way of a full request with clinical records. These are commonly made through veterinary practices. And as I've said above, Mr S was, in my view given enough information at the point of sale to understand that an undiagnosed pre-existing condition would not have been covered if it had exhibited signs or symptoms before cover was in place. So, I don't think Alwyn did anything wrong here. They did tell Mr S that they couldn't confirm if the claim would be covered and their comments were only in respect of what treatment costs they insure if it was covered, They were not in a position to assess the claim or determine that the condition Mr S later claimed for was pre-existing and therefore that the MRI he opted for was not covered. Insurance doesn't cover every eventuality. If Mr S wanted more certainty, he could have asked Alwyn to consider whether they would have pre-authorized his claim in advance.
- As I understand it Mr S feels the Financial Ombudsman Services' remit is to protect the public but that is not our role. Our remit is to determine disputes between consumers and financial businesses fairly. It is not to act as consumer champions or regulators. If Mr S remains unhappy with the way in which Alwyn markets its policies, he's entitled to complain to the Financial Conduct Authority. He should note however that the exclusion is he concerned about is the most common feature of pet insurance policies and is therefore not something we would consider to be unusual.

My final decision

For the reasons set out above, I don't uphold Mr S' complaint against Alwyn Insurance Company Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 14 October 2025.

Lale Hussein-Venn
Ombudsman