

## **The complaint**

Miss C complains that when she made a claim on her pet insurance policy, Allianz Insurance Plc declined the claim and added an exclusion to the policy.

## **What happened**

Miss C bought a puppy in September 2024. She took out pet insurance, underwritten by Allianz, with cover starting on 8 October.

On 17 October 2024 Miss C took her puppy to the vet. The clinical notes show there was a discussion about her puppy drinking a lot and urinating frequently. Urine samples were taken and the results raised some concerns. There were further consultations on 22 October and on 27 November, when the vet noted several possible causes, including urinary infection or renal issues, and December. Antibiotics were given but things did not improve very much.

Miss C went to the vet again in January 2025, when her puppy became unwell. There were discussions about various issues, including weight loss and vomiting. Tests indicated a number of problems including renal dysplasia and intestinal infection.

The vet referred Miss C to a specialist vet. Her puppy needed extensive treatment, including a number of days' in-treatment at the veterinary hospital. The specialist vet concluded that Miss C's puppy had renal dysplasia, with concurrent pyelonephritis (infection of the kidney tissue) and anaemia.

Miss C claimed for the treatment costs but Allianz declined the claim. Allianz said:

- The symptoms noted at the consultation on 17 October 2024 related to the renal dysplasia. As that was within the first 14 days of the policy, and the notes indicated they had been present before the policy started, the condition wasn't covered.
- Miss C should have disclosed this when she bought the policy and, if she had done so, it would have added an exclusion for the urinary system. So an exclusion was added for this, backdated to the start of the policy.

Our investigator said it was fair to Allianz to decline the claim and add the exclusion to the policy.

Miss C disagrees and has requested an ombudsman's 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.

The relevant industry rules and guidance say insurers must deal with claims promptly and fairly, support a policyholder to make a claim, and not unreasonably reject a claim.

The policy covers treatment costs but there are exclusions for pre-existing conditions, and for

*“The cost of any treatment for an illness that has symptoms in the first 14 days of cover, even if this treatment takes place outside of this timeframe.”*

The crux of the case is whether the symptoms recorded on 17 October 2024 were related to the condition that was later claimed for; if the symptoms were present before the policy started or in the first 14 days of the policy, then the treatment would not be covered, even though it took place later. Miss C says the treatment in January 2025 was for an infection and this was not related to the renal dysplasia; it was a separate condition.

Having considered the clinical evidence carefully, I think the decision to decline the claim was fair, for the following reasons:

- The clinical records show Miss C’s puppy had symptoms of polyuria and polydipsia (frequent urination and excessive drinking) and these are indicators of renal disease. This was noted on 17 October 2024 and on several further occasions between then and January 2025. The notes record that these were persistent symptoms that had been present from September 2024 and continued throughout.
- Her puppy became very unwell in January 2025. The specialist vet concluded the diagnosis was renal dysplasia, with concurrent pyelonephritis (infection of the kidney tissue).
- At the time, Miss C’s vet said the claim was for investigation of renal dysplasia and the start date of this condition was 17 October 2024.
- They later suggested the infection was separate from the underlying renal problems. But that isn’t consistent with what was noted at the time.
- Allianz explained to Miss C it had advice from a vet that the infection would have been due to a weakened kidney, which was a result of the underlying dysplasia. And the symptoms of the dysplasia had been apparent from the day she bought the puppy.
- Although there was an infection, on balance, the evidence indicates this was a result of the underlying renal issue. It wasn’t an entirely new, unrelated problem, but a consequence of the underlying condition.
- The symptoms of that condition were recorded during the first 14 days of the policy, and the records show those symptoms had been present since before the policy started. There’s no cover in these circumstances.

I also consider it was fair to add an exclusion for the renal system, for the following reasons:

- In considering whether it was fair to do this, I’ve taken into account the relevant law, which is the Consumer Insurance (Disclosure and Representations) Act 2012 (CIDRA). This requires consumers to take reasonable care not to make a misrepresentation when taking out an insurance policy. The standard of care is that of a reasonable consumer.
- If a consumer fails to take reasonable care and makes a misrepresentation, the insurer has certain remedies if there is a qualifying misrepresentation, as defined in CIDRA. For this, the insurer has to show it would either have offered the policy on different terms or not offered it at all, if the consumer hadn’t made the misrepresentation.
- CIDRA sets out a number of considerations for deciding whether the consumer failed to take reasonable care. One of these is how clear the question asked was.

- When Miss C bought the policy she was asked a number of questions about her pet's health, including:

*"Has [pet] shown any signs of illness or injury or been unwell either now or in the past?"*

*"Has [pet] ever shown any symptoms or an injury or illness and didn't need a vet? We need to know about anything even if you weren't concerned at the time or the symptoms went away quickly."*

- I think the questions were clear and Miss C would have known she needed to tell Allianz about any signs or symptoms of her pet being unwell.
- Miss C answered "no" to the questions. But the clinical records show that she spoke to the vet within 14 days of the policy starting, and discussed issues with her puppy drinking and urinating a lot.
- I appreciate Miss C says this was a new puppy, who wasn't toilet trained. But there were clear signs of a problem, which she discussed with the vet soon after taking out the insurance. The notes of the discussion on 17 October 2024 show it was of sufficient concern that the vet arranged for urine samples to be taken, and there's no suggestion this was simply the behaviour of a young puppy. The records also show this had been ongoing from the time she got the puppy – so before she bought the policy.
- On the basis of this evidence, I think this is something Miss C would have been aware of, so she should have disclosed this when answering the questions.
- Allianz has confirmed that, if it had been told about this, it would still have offered the policy, but on different terms – it would have added this exclusion. I'm satisfied this was a qualifying misrepresentation. Allianz may add the exclusion it would have added, if the previous issues had been disclosed, so Miss C has a policy on the terms that would have been offered to her if there had been no misrepresentation.

### **My final decision**

My decision is that I don't uphold the complaint.

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

Peter Whiteley  
**Ombudsman**