

The complaint

Mrs D's complaint is about a claim she made on her Allianz Insurance Plc trading as Petplan ('Allianz') pet insurance policy.

Mrs D says Allianz treated her unfairly.

What happened

The details of what happened here are well known to both parties. I will summarise them.

- Mrs D took out the policy to provide cover for her pet cat, at the start of August 2024.
- A few days later, she took her cat to the vets for a health check. Which she says was pre-scheduled.
- Allianz say it was noted that the cat was lethargic and was diagnosed with bilateral otitis, an inflammation and infection in both ears. Mrs A says that the vet noted the issue was much better during a follow up appointment a week later.
- At the end of October 2024, during an unrelated castration appointment, the vet noted discomfort with the cat's ear and a referral was made to the dermatologist.
- In November 2024, the dermatologist specialist diagnosed a polyp and otitis in the right ear. Mrs D made a claim to Allianz for the treatment.

Allianz rejected the claim, they said the policy excluded claims within the first fourteen days following inception and that this diagnosis was a follow on from the infection the cat had in August.

Mrs D was unhappy and brought her complaint to our Service for an independent review. Our Investigator looked into it and didn't think Allianz had declined the claim fairly. He was satisfied from the evidence that the illnesses were separate and so Allianz should settle the claim from November (and pay some interest and compensation).

Allianz didn't agree. Amongst their points in reply, they said Mrs D's vet's account wasn't persuasive, that the polyp was secondary to the August symptoms and that was supported by their vet.

As no agreement was reached, 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.

Having done so, I uphold Mrs D's complaint. This is why.

Allianz are relying on an exclusion in the policy, which says they will not cover any claims where, *“your pet has symptoms of an illness in the first 14 days of their first policy year”* and they will not *“cover any costs relating to that illness”*. They explain this could be: *“Weeks, months or years later”*.

Allianz have declined the claim on the basis that the November diagnosis and treatment was related to the illness and symptoms identified in the August. However, I don't agree and don't think they have declined the claim fairly.

The notes from the vet in August following the health check say, *“no flu signs”*. Otitis was diagnosed and the vet did note Mrs D's cat was run down, with *“possible mild cat flu”*. A week later the vet noted the cat's ears were much better along with no respiratory signs.

Allianz say their vet has maintained the link between the August otitis and November polyp. However, I agree with the Investigator that I don't find this persuasive. Allianz's internal vet didn't examine the cat and isn't a specialist. Allianz's internal vet had also suggested the polyp might have been present previously. However, this has been discounted by the evidence persuading me that an otoscopic exam was carried out, which recorded there were no mites present. And this exam would have shown if there was a polyp at the time.

Allianz say they have contacted Mrs D's vet and believe their contact shows the November treatment was linked to the August symptoms. They are relying on the statement, *“On the basis of this I suspect that *the cat's* middle ear polyp is secondary to having respiratory virus and not to a previous Otitis”*. I am satisfied that the vet here is saying the polyp was caused by a respiratory virus but not that this was from August. I say this because the August notes state, *“no flu signs”* and a week later the cat was recorded as having no respiratory signs. I think it is more likely the cat experienced a respiratory virus between the August and November (outside of the 14-day deferment period) and the polyp was secondary to that.

I don't think the claim was declined fairly, Allianz placed more weight on their non-specialist vet, rather than what Mrs D's vet had said. This has caused distress and inconvenience to Mrs D (with over a year since the operation and treatment she had to pay for) and I agree Allianz should pay her £100 for this (as well as adding interest on to the settlement amount).

In summary, Allianz didn't decline the claim fairly and should now settle the claim, with interest and compensation.

Putting things right

Allianz should:

- Settle the claim (in line with the remaining policy terms and conditions).
- Add 8% simple interest from when the claim was declined until settlement.
- Pay Mrs D £100 compensation.

My final decision

I uphold Mrs D's complaint and direct Allianz Insurance Plc (trading as Petplan) to put things right as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 25 March 2026.

Yoni Smith
Ombudsman