

## The complaint

Mr T's complaint is about a claim he made on his Allianz Insurance Plc ('Allianz') pet insurance policy, which Allianz declined.

Mr T says 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 don't uphold Mr T's complaint for broadly the same reasons set out by the investigator. Before I explain why, I wish to acknowledge the various submissions Mr T has made as well as his strength of feeling about his complaint. Whilst I've read everything he says, I won't be addressing it all. That's not intended to be disrespectful, rather it's representative of the informal nature of the Financial Ombudsman Service. Instead, I'll focus on the crux of Mr T's complaint, namely whether it was fair for Allianz to turn down his claim in the way that they have.

The starting point is the policy terms. They exclude cover for the treatment of an illness that begins in the first 14 days of the policy. The policy also states that it doesn't provide cover for "Any symptoms of an illness in the first 14 days of your pet's cover... This is whether treatment is needed within the first 14 days or later on."

In this case Mr T's policy with Allianz started on 16 August 2024. 7 days after this Mr T's pet was seen by the vet for diarrhoea. In October 2024 his pet was experiencing vomiting and diarrhoea. Emergency surgery was carried out to remove a blockage in his intestines. Mr T's pet's vet said that the problems the pet was experiencing in August 2024 was chronic enteritis and unrelated to the subsequent blockage in October 2024, which was caused by crystallised impacted food.

Allianz on the other hand say the pet's clinical history does not support what the pet's vet has said. They say the pet had recurrent diarrhoea from August through to October 2024 and the only occasion of vomiting which accompanied that was in October 2024, when the pet deteriorated considerably. Allianz rely on evidence from their own vet and the pet's clinical notes to support that the blockage the pet experienced in October 2024 was as a result of the chronic enteritis and not a standalone condition.

I've considered the weight of the evidence in this case as well as what both parties have said. Having done so, I'm satisfied that there is clear evidence that the pet was experiencing gastric problems continuously from August through to October 2024 and that these didn't seem to resolve for very long before reoccurring. The clinical notes record persistent

diarrhoea, weight loss, an inflamed stomach as well as ongoing treatment with probiotics and antibiotics. This occurred from August through to October, ending in the pet collapsing following a profuse episode of diarrhoea and vomiting. The evidence I've seen doesn't suggest that the blockage was from a foreign body or as a result of an entirely separate condition. The symptoms the pet was presenting with were essentially the same, except for the vomiting, only more amplified as the pet became increasingly unwell. There is nothing in the pet's clinical records that indicate a different underlying cause for the October symptoms nor is there anything to suggest that the pet's chronic enteritis was resolved for any particular length of time and instead remained consistent. Indeed 2 days before the pet became very unwell, it was recorded to be passing water instead of faeces. And two days before that it was recorded to have had diarrhoea again. What's more telling is that the pet seems have stopped experiencing any further problems in relation to digestive issues after it was treated in October 2024, which suggests to me that the treatment given was effective at resolving the symptoms of the underlying cause. For these reasons I'm not persuaded that the claim Mr T has made is for a different condition.

When reaching my conclusion, I appreciate what Mr T's pet's vet says but this isn't consistent with the pet's clinical history, even if I discount Allianz' vet's evidence. So, I don't think this is a case of my decision resting on competing evidence from veterinary experts. Rather I think the contemporaneous clinical history supports Allianz' position that the problem the pet had in August was the same one it was treated for in October 2024. Because of this I think it was fair for Allianz to turn down Mr T's claim in the way that they did.

Mr T has said the pet's stomach was sometimes fine and then it would relapse and that it was not continually getting worse. Whilst that might have appeared to be the case on a day-to-day basis, his pet's clinical notes don't support that over the course of three months. Rather they suggest continued reoccurrences of the problem, as I would expect with a condition like chronic enteritis, which eventually culminated in the pet becoming very unwell and requiring surgery. The fact that a blockage of crystalised food requiring surgery occurred is also consistent with the pet's underlying condition as I understand this can occur due to abnormal function of the intestine. I can see that this is something that Allianz' vet has also commented on, and I'm satisfied that there is nothing else to explain what caused this blockage, other than a persistent and ongoing chronic underlying condition.

As I understand it, Allianz have said they aren't prepared to cover any further veterinary costs for claims stemming from the chronic enteritis. Given the symptoms of that problem started within the first 14 days of the policy, the illness is something the policy excludes cover for. As such I think the position Allianz have taken in relation to this is reasonable.

I appreciate that in this case Mr T wants Allianz to agree to funding claims by not excluding any for similar issues. I can't predict what problems his pet might have in future but if the cause of those problems is the chronic enteritis it was diagnosed with, then those claims won't be covered. If, however they are for a different problem entirely, which might have similar symptoms, then I would expect Allianz to cover this as long as they're not caused by or related to the chronic enteritis.

Mr T has said that Allianz have offered him a refund of policy premiums from October 2024 if I don't uphold his complaint and that he intends to accept this. That's not something I can comment on and is a matter between the parties.

## My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 20 October 2025.

Lale Hussein-Venn **Ombudsman**