

The complaint

Mrs M complains that Allianz Insurance Plc declined a claim on her pet insurance policy.

What happened

Mrs M took out pet insurance for her dog. The policy was underwritten by Allianz. When taking out the policy, she explained that her dog had previously had an ear infection. She was told exclusions would be added to the policy for the ears and for skin allergies but, if a problem with the ear was caused by ear mites or foreign bodies, she could make a claim and this would be considered.

Mrs M called again after receiving the policy documents, seeking further clarity about the exclusions.

Soon after, she made a claim for treatment costs relating to an ear infection but the claim was declined. Allianz said this was a pre-existing condition and was caught by the exclusion for the ears.

Mrs M complained but the decision didn't change. When she referred the complaint to this Service our investigator said it was fair to decline the claim based on the policy terms and the clinical evidence. Mrs M 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.

I appreciate this will be disappointing for Mrs M but having considered everything, I'm not upholding the complaint, for the following reasons.

- 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 starting point when considering whether a claim has been declined fairly is the policy terms. These set out the terms of the insurance contract agreed between Mrs M and Allianz.
- No insurance policy will cover every risk that may result in a policyholder suffering financial loss. It's for insurers to decide what risks they want to accept and they will consider this when deciding whether to offer a policy (and how much to charge for it).
- Insurance is always subject to terms and conditions that limit the insurer's liabilities to its policyholders.
- The policy covers vets' fees but there is no cover for pre-existing conditions. This is not unusual and pet insurance generally wouldn't cover something that was present before the insurance started.

- Having considered the information Mrs M provided about her dog, Allianz added some specific exclusions to her policy and the relevant one for this claim is an exclusion for “*claims resulting from or connected to The Ears...*”
- Mrs M says she was told the ears wouldn’t be covered if there was a problem caused by a skin allergy, but would be under any other circumstances such as a foreign body. I’ve listened to recordings of the call she made when taking out the policy and the second call after she received the policy document. I don’t think that’s an accurate summary of what she was told.
- Mrs M’s vet has said the problem was not caused by an allergy, but that isn’t the key point. What Mrs M was told was that there was an exclusion for claims relating to the ears, but this would not apply if a problem with the ears was due to ear mites or a foreign body.
- The exclusion, as written, applies to all claims relating to the ears and this is a claim relating to the ears. So, on the face of it, the exclusion applies.
- Having listened to the calls, there was some confusion and Mrs M had to ask several times how the exclusion would work. The explanations could perhaps have been clearer. But I don’t think she was given any guarantee a claim would be covered – rather, that she could put in a claim and it would be considered. But I appreciate Mrs M was told the exclusion wouldn’t apply in some circumstances, and Allianz itself has accepted she was told she would be covered for the ears if the issue was caused by ear mites or a foreign body.
- Mrs M says the issue was caused by a foreign body. If it was, then she might reasonably have had an expectation the claim would be accepted.
- The policy doesn’t define what a foreign body is, so these words need to be given their ordinary meaning.
- The claim was for an ear infection. Mrs M says the infection itself is a foreign body, and she has referred to a definition of “foreign body” that says this may include a bacteria or virus. I’ve considered that but I have looked at other definitions and these generally refer to a foreign body as an object. This might be, for example, a grass seed, twig or other such object becoming stuck in the ear. An infection would be the result of the foreign body being present.
- The clinical notes make no mention of a foreign body. The notes indicate there had been an infection in the left ear that spread to the right. The advice Allianz received also said there was no foreign body; her dog was prone to issues, which had been seen before the policy started - especially given his long ears, which can trap moisture and create an environment for wax build up and bacteria; and the issues which flared up could not be considered a foreign body.
- On the basis of the clinical notes and the clear veterinary advice, it was reasonable in the circumstances for Allianz to decline the claim.
- Mrs M has suggested the policy was mis-sold. This complaint is about Allianz’ decision as the insurer to decline the claim. If Mrs M believes the policy was mis-sold that could potentially be considered as a separate complaint.

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 Mrs M to accept or reject my decision before 6 March 2026.

Peter Whiteley
Ombudsman