

The complaint

Mrs D complains that Allianz Insurance Plc has unfairly declined a claim under her pet insurance policy.

Where I refer to Allianz, this includes the actions of its agents and claims handlers for which it takes responsibility.

What happened

The detailed background to this complaint is well known to both parties, so I'll only summarise the key events here.

Mrs D took her two-month-old kitten for his first vet visit on 11 February 2025, where she was told he was fit and healthy. She tells us that, during this visit, she was offered four weeks free insurance cover for veterinary fees underwritten by Allianz. She accepted and the veterinary practice's receptionist said they had put it through on their system, informing Mrs D that she'd get a text message with a link to activate the policy within 24 hours.

A week later, on 18 February 2025, Mrs D says she was passing the vets with her kitten and popped in to enquire about the insurance as she hadn't received the link. The receptionist requested the link again through their system, which was received. Mrs D says she completed the process via the link there and then, and her policy was activated.

Mrs D says that whilst she was talking to the receptionist, the vet came over and had a cuddle with the kitten. She mentioned to the vet that she thought he had a "*slight cold*", so the vet offered to examine him. On doing so, it was noted the kitten's breathing appeared to be laboured and an X-Ray was recommended.

The kitten was diagnosed later that day with peritoneopericardial diaphragmatic hernia (PPDH). Surgery took place shortly after, but sadly the kitten didn't make it.

Mrs D has made a claim to Allianz for the cost of treatment, which amounts to approximately £4,000. But, on 27 February 2025, Allianz declined it on the basis the PPDH is a pre-existing condition; it says there is no record of the policy prior to 18 February 2025. Mrs D didn't think this was fair as she'd requested the policy the week before when she had no knowledge of any problems with her kitten. She raised a complaint.

Allianz investigated the complaint. It spoke to the veterinary practice's receptionist who confirmed she set up the policy on 11 February 2025 with Mrs D present, but the link wasn't received. She said they'd been experiencing problems with a few policies which "*weren't getting sent off*" but they'd get an error or a message to say try again later – which didn't happen for Mrs D's policy, so she believes it was sent.

Allianz made enquiries with its technical team who confirmed there is no audit log of the policy, or any failed attempt, and no record of the veterinary practice notifying it about a glitch. It also says there is no mention in the kitten's medical history of a discussion about

the policy cover or Mrs D agreeing to take it out. Because of this Allianz rejected Mrs D's complaint.

Mrs D brought her complaint to our Service. And our Investigator upheld it. She was satisfied by Mrs D's testimony, which is supported by the veterinary practice, that the policy was requested on 11 February 2025. She's recommended that Allianz honour that by paying the claim plus interest and compensation.

As Allianz didn't agree with our Investigator, the complaint was passed to me to decide. And I issued the following provisional decision.

My provisional decision

Having done so, I've reached a different outcome to our Investigator. Before I explain why, I wish to acknowledge the parties' submissions in respect of this complaint. Whilst I've read them all, I won't comment in detail on every single point that has been made. Instead, I'll focus on the key points that are relevant to the outcome I've reached. That's in line with our remit, which is to resolve complaints promptly and with minimal formality.

Policy start date

Based on the evidence available, I'm satisfied Mrs D's policy started on 18 February 2025. I don't disbelieve Mrs D's testimony that she opted to take the policy out on the 11 February and that the receptionist tried to put it through on their system on that date. But the fact of the matter is that it didn't go through. And regardless of the reason why, it was clear it hadn't because Mrs D didn't receive the link to activate the policy by email or text message.

The policy literature is clear that the policy isn't in place until it's activated via the link. And Mrs D was told to expect a link, which she would need to click on to activate the policy. As she hadn't received a link, she knew – or ought reasonably to have known – that she hadn't activated her policy and therefore there wasn't one in place.

I appreciate Mrs D says she works full time, and she couldn't return to the veterinary practice to make further enquiries until the following week. But I'm satisfied she could've called the practice or Allianz to arrange the policy.

Ultimately, I can't reasonably conclude that Allianz has done something wrong when it didn't receive any request for a policy and there was no reasonable expectation that a policy was in place when it hadn't been activated via the link.

For this reason, I think it's fair for Allianz to treat this policy as starting on 18 February 2025.

Claim decline

According to Mrs D's policy schedule, the cover start date was 18 February 2025 and she had "*instant protection*". The policy literature says, "*activate now and cover for illness and injury starts immediately*". And the Insurance Product Information Document (IPID) says that "*all treatment carried out during the four weeks of cover, for all injuries and illnesses*", is covered.

Mrs D's kitten was diagnosed with PPDH on 18 February 2025. So, on the face of it, this is a valid claim which falls within the policy period. As such, Allianz should pay the claim unless it can prove that a policy condition or exclusion applies.

Allianz seeks to rely on the policy exclusion for pre-existing conditions, and it has provided a copy of the policy terms and conditions. I'm not persuaded I have the correct policy document. I say this because the terms and conditions refer to a 14-day waiting period for illnesses, which isn't reflected in the policy advertisement or the IPID. As such, I've relied on the policy information set out within the IPID as I'm satisfied this was provided to Mrs D at the point of sale along with her certificate of insurance.

The relevant exclusion within the IPID says:

"We won't cover any costs for...pre-existing conditions – these are any injuries that happened, or any illnesses that showed symptoms, before your cover started".

Looking at the kitten's medical history, I can see he had his initial health check on 11 February 2025. At that time, no signs or symptoms of any condition were reported or observed.

When Mrs D attended the veterinary practice on 18 February 2025, she didn't have an appointment. She says it was only by chance that she saw the vet because they'd come out to the reception area whilst she was there discussing her insurance. This is corroborated by the veterinary practice's receptionist, and I have no reason to doubt the testimony.

However, in Mrs D's testimony she says she mentioned to the vet that she thought her kitten had a slight cold because of his breathing. And the vet's notes from this visit indicate that the deep, rapid breathing which led to the X-ray had been observed by Mrs D for longer than just that day. The notes say:

"18.02.2025 13:30 History – [Owner reports] deep, rapid breathing all the time, even when relaxed. Thinks he has always done it but unsure...RR 72, deep breaths, bloated abdomen."

I accept it was purely by chance that Mrs D saw the vet that day; she didn't have an appointment, and she had no intention of seeking medical advice. I also accept that at the time she saw the vet and her kitten received a diagnosis of PPDH, her policy was in place and she had instant protection.

But the signs and symptoms of this condition were present before the policy started and I'm satisfied Mrs D was aware of these signs, because she acknowledges that her kitten was breathing heavily – she says she thought he had a cold. I appreciate she wouldn't have known what was causing the problem, as there wasn't a diagnosis at that point. But the policy only requires the signs or symptoms to be present before the policy started in order for the exclusion to apply.

Mrs D has my greatest sympathy for what's happened. It's devastating to lose a beloved pet, especially one so young, and she's now left to pay the vet bills on top of what she's already going through. So I don't make my decision lightly. But based on the information provided, I don't think Allianz acted unreasonably when it concluded the PPDH was a pre-existing condition because the signs or symptoms of it were present before the policy was activated.

Responses to my provisional decision

Neither Mrs D nor Allianz responded to my provisional 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.

As neither party had any further submissions for my consideration, I see no reason to deviate from the outcome explained in my provisional decision.

My final decision

For the reasons I've explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 30 December 2025.

Sheryl Sibley
Ombudsman