

The complaint

Mrs R complains that Allianz Insurance Plc declined a claim on her pet insurance policy and said the policy was void.

What happened

Mrs R took out a policy, underwritten by Allianz, on 28 August 2024. The following day, she went to the vet as her cat was unwell – he'd had a swollen belly for two days and had not defecated during that time.

At that point, the vet thought the problem was likely due to a parasite but it was later diagnosed as feline infectious peritonitis.

When Mrs R tried to claim for treatment costs on the policy, Allianz declined the claim because there is no cover for conditions that are present before the policy starts or in the first 14 days of the policy.

Allianz also said Mrs R should have said her cat was unwell when she bought the policy; not disclosing this was a deliberate misrepresentation and so her policy was void.

Our investigator said it was fair to decline the claim, as the problem had been present at the start of the policy, but she didn't think it was fair to void the policy. She did not agree there had been a misrepresentation. Mrs R now had cover elsewhere, so she didn't ask Allianz to reinstate the policy, but recommended that it remove any record of the policy being void, and pay compensation of £150.

Allianz disagreed and requested an ombudsman's decision.

I issued a provisional decision saying I was not minded to uphold the complaint. I set out my reasons as follows:

My provisional decision

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 doesn't cover claims for conditions that are present before the policy has started or in the first 14 days of the policy. Mrs R went to the vet the day after the policy started. That was clearly within the first 14 days of the policy (and the issue had started two days earlier), so the claim wasn't covered. Mrs R isn't disputing that. The issue is with the policy being voided.

Allianz referred to a term in the policy relating to fraudulent claims. But it also said there was a misrepresentation. The relevant law in relation to this is the Consumer Insurance (Disclosure and Representations) Act 2012 (CIDRA). So I've considered how this would apply.

Mrs R is very upset at the accusation she was dishonest, and says when she took out the policy she genuinely believed her cat was in good health. Allianz has explained why it thinks it was entitled to void the policy. Having considered the submissions made I am minded to agree with Allianz, for the following reasons:

- CIDRA 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 it to be a qualifying misrepresentation 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 Mrs R bought the policy she was asked if her cat had "*ever shown any signs of illness or injury or been unwell either now or in the past?*" I think the question asked was clear.
- Mrs R answered "No" to this question.
- Looking at the sequence of events, on 27 August Mrs R noticed there was something wrong. The next day she took out a policy but didn't disclose the fact there was a problem with her cat's health. The day after that she went to the vet. She says she thought her cat was in good health, but she had noticed there was something wrong, and the day after buying the policy she was sufficiently worried to take her pet to the vet.
- The question is very wide, asking whether the pet has ever shown signs of being unwell. A customer might not remember everything that's ever happened, particularly if their pet is older. But this was a kitten and was showing signs of being unwell at that time.
- The clinical records show her cat had had a swollen belly for two days and had not defecated during that time. The condition wasn't diagnosed until sometime later but Mrs R knew there was something wrong, even if she didn't know what it was.
- I'm satisfied from this Mrs R knew there was something wrong when she took out the policy, which she should have mentioned. On this basis, I think she failed to take reasonable care and there was a misrepresentation.
- But I still need to consider if this was a qualifying misrepresentation. To be satisfied of this, I would need to see evidence that Allianz would either have offered the policy on different terms or not offered it at all. From the information Allianz has provided, I'm satisfied it would have added an exclusion to the policy. So there was a qualifying misrepresentation.
- The remedy available to the insurer under CIDRA depends on whether the qualifying misrepresentation was deliberate or reckless, or careless. Allianz says there was a deliberate misrepresentation because Mrs R took out the policy knowing her cat was unwell and failed to disclose this.
- I've thought about this carefully and at the very least, I think it was reckless for Mrs R not to disclose the fact there was something wrong with her cat when she bought the policy. That means Allianz may treat the policy as void – in other words as if it had never existed.

- Mrs R says if the policy never existed, the premium should be refunded but, if the misrepresentation is reckless, Allianz doesn't have to return the premium.

I appreciate how difficult this is for Mrs R. She's explained that her focus was on her cat's health and says she didn't deliberately mislead Allianz. But, for the reasons given, I think she should have disclosed her cat's health problem and, in the circumstances, the decision Allianz made was fair.

Replies to the provisional decision

Allianz has not provided any further comments but Mrs R has said the following:

- She would like to comment on the finding that her conduct amounted to "reckless" misrepresentation. She's not seeking money or challenging the claim outcome; her concern is simply about ensuring an accurate and fair reflection of her intentions at the time. This finding is very distressing for her because she's never acted dishonestly.
- When she bought the policy she did not believe her kitten was seriously unwell – he had a slightly swollen belly which she thought was something minor. It did not appear to be the type of illness the question was referring to.
- If she had thought her kitten was unwell in any meaningful way, she would have disclosed that. She had no suspicion of any serious condition and went to the vet the following day seeking some reassurance because the symptoms hadn't resolved.
- With hindsight, she accepts she might have mentioned the mild symptoms she had noticed but that was a misunderstanding on her part, not a deliberate or reckless attempt to withhold information.

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 very disappointing for Mrs R but having considered her comments carefully, I haven't reached a different conclusion, for the following reasons:

- Mrs R accepts she had noticed something was wrong with her cat, which is why she went to the vet the day after taking out the policy. But she says the symptoms were mild, so she didn't think this was something she needed to disclose.
- Looking at the question she was asked, this didn't require her only to disclose something serious – she was asked if her pet had shown "*any signs of illness or injury or been unwell...*"
- So if there was any sign of her cat being unwell, she needed to disclose that. There clearly were signs of a problem so, even if she thought it was something minor, it should have been mentioned.
- There may not have been a deliberate intention to mislead, but she knew there was something wrong. I think it was reckless not to disclose that.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 16 January 2026.

Peter Whiteley
Ombudsman