

The complaint

Mrs E's complaint is about a claim she made on her Admiral Insurance (Gibraltar) Limited ('Admiral') pet insurance policy, which Admiral declined.

Mrs E says Admiral treated her unfairly.

What happened

The details of this complaint are well known to both parties, so I won't repeat them here. Instead, I'll focus on providing 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 uphold Mrs E's complaint for broadly the same reasons set out by the investigator in his view and in the same way. Before I do, I wish to acknowledge the volume of submissions made by both parties in this complaint. Whilst I've read everything they've said, 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 Mrs E's complaint, namely whether it was fair for Admiral to turn down her claim in the way that they did and if not what they should do to put things right.

The starting point is the policy terms. They exclude:

"The recurrence or continuation of illness or disease from which your pet(s) previously suffered arising prior to or within 14 days of the start of this insurance."

In this case Admiral declined to cover Mrs E's claim because they thought an illness her pet was seen for by a vet within the first 3 days of cover was for the same problem she was claiming for 5 months later.

I've considered the nature of the claims and what both parties have said including Mrs E's vet and Admiral's inhouse vet, but they don't persuade me that Admiral were entitled to decline Mrs E's claim in the way that they did here. I say so for a number of reasons. Firstly, the problem Mrs E's pet was seen for in the first 3 days of cover was an ear infection. The matter resolved after it was treated and no further symptoms of this appear on the pet's clinical record. In January 2025 the pet was seen and treated for itchy skin and ears. Admiral's vet says that the August 2024 infection was linked to that as it was also a symptom of allergies. That vet has provided some literature showing the links between ear infections and allergies in pets. Mrs E's vet however says that there is no link between the August 2024 ear infection and the claim that is the subject of this complaint as the infection could have been caused by several things including the pet going to the groomer or swimming, which was something this pet was known to do.

I've considered what both parties have said, and I note that the literature about ear infections

being linked to allergies in pets is persuasive. But I don't think that Admiral have done enough in this case to show that this was the most likely cause of the skin problems the pet experienced 5 months later. Their commentary is based on what is common, but it is not specific enough to relate to this pet and the cause of its infection. Taken at face value, that evidence simply supports the presumption that a pet who has experienced an ear infection is most likely to have experienced it as a result of allergies. But there is nothing that supports that applies here other than allergies surfacing 5 months later. It is therefore equally likely that there is a different and distinct reason for the earlier ear infection. The condition is such that this is also quite possible. Because of that I can't say that Admiral have demonstrated the exclusion they are relying on is applicable.

But even if I were to accept Admiral's case that the ear infection was linked to the allergies later claimed for, I would also need to be satisfied that this problem would have meant that Mrs E ought to have reasonably been aware that it would be something she would need to claim for later. If the claim was for another ear infection, I would agree, but in this case the claim is quite distinct in that it is for itchy skin which is not the same. On that basis I'm not satisfied that Mrs E would reasonably have thought the ear infection was likely to be something she would need to claim for again when she took out cover, other than of course if it was for the same problem. As such I think the claim was declined unreasonably.

Admiral's vet has made the point that our approach to reasonable knowledge of a consumer is unfair and that this is not a marker by which claims decisions should be made. Whilst I appreciate the vet's clinical input into the likely link between Mrs E's pet's ear infection and subsequent allergies, the issue he raises is in relation to our longstanding approach and relates to the application of the principles of fairness in insurance. As such it is not a matter of clinical expertise but rather something for us to determine.

I turn now to the considerable delays in Admiral's handling of Mrs E's claim. I can see that it took Admiral 4 months to determine this claim which is far too long. We would anticipate a claim of this nature to be determined in the course of around a month. Mrs E also says Admiral told her, her claim had been accepted on two occasions before declining it. Overall, it's clear to me that the decision to decline the claim was wrong and based on a retrospective application of an ear infection without any specific pathology to support the decline other than it being generally known such problems can be linked. I think this would have caused Mrs E both distress and inconvenience and that Admiral should compensate her for this. Admiral offered Mrs E £60 in respect of the delays they caused. Given the impact of their actions, I think this figure should be increased to £160 which is commensurate with awards we'd make in similar circumstances.

Putting things right

Admiral should pay Mrs E:

- Her claim subject to the remaining policy terms.
- Interest at 8% per year simple on the outstanding claim one month from the date it was made, until it is paid.
- A total of £160 in compensation to include any compensation payments it has already made.

My final decision

I uphold Mrs E's complaint and direct Admiral Insurance (Gibraltar) Limited to put things right as I have set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs E to accept or

reject my decision before 17 March 2026.

Lale Hussein-Venn
Ombudsman