

complaint

Mr C complains that Allianz Insurance Plc declined a claim he made under his pet insurance policy.

background

Mr C took out his policy on 19 September 2014. He made a claim in December 2014 for "*investigation of megaesophagus*". The pet later required an operation on its heart to treat a "*vascular ring anomaly*".

Allianz declined the claim because it considered the clinical signs of the megaesophagus (vomiting) had first occurred before the policy was taken out. That meant it was a pre-existing condition, and so not covered. Mr C didn't accept that and brought his complaint to us.

While our adjudicator was looking into the complaint, Allianz also raised the issue of non-disclosure. It said that if Mr C had disclosed his pet's full medical history at the start of the policy, then an exclusion would have been added for "*gastro-intestinal/digestive system disorders*". Allianz also believes that the claimed treatment costs for megaesophagus fall under this exclusion, which it has applied retrospectively from the start of the policy.

The adjudicator finally recommended that Allianz should pay all treatment costs for the vascular ring anomaly, together with 8% interest on that amount, since she didn't believe it was covered by the exclusion, or that it was pre-existing. This was because she didn't think Mr C had reasonable knowledge that the vomiting the dog had previously experienced would give rise to some problem in the future. She referred to a statement from Mr C's treating vet which indicated they weren't aware of an association between the vascular ring anomaly and disorders in other parts of the gastrointestinal system. But she agreed that Allianz didn't need to pay for the megaesophagus treatment, because she was satisfied there hadn't been disclosure of the pet's full medical history, and the exclusion could fairly be applied to that.

Allianz didn't agree with the adjudicator. It maintains that the vascular ring anomaly was pre-existing. So this has now come to me for a final decision.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

This service has a long standing approach when considering complaints regarding pre-existing conditions. We would consider it fair and reasonable for a business to decline a claim on the basis of a pre-existing condition only where the consumer had reasonable knowledge of something that could at some point give rise to a claim.

In this case, there had been reference to vomiting at earlier visits (with an indication that it might be stress-related); but the most recent vet's notes before the policy was taken out indicate there was no vomiting or diarrhoea. Allianz believes that treatment costs for the vascular ring anomaly shouldn't have to be paid, because it was a pre-existing condition. It argues that, even though Mr C's vet has said it was of a cardiovascular origin, the clinical signs of that condition were noted before the policy was taken out. But while the vascular

ring anomaly may have been present from birth, I don't think it's fair or reasonable in this case to treat this as pre-existing. This is because I don't think that Mr C had any specific cause for concern when he took out the policy and or that he would reasonably have known there was a problem which might require future treatment. In particular, I don't think that the signs of vomiting were sufficient to indicate this condition was pre-existing.

Mr C's vet has stated that the symptoms which Allianz felt were pre-existing can't conclusively be linked to the final diagnosis; and Allianz's vet has acknowledged that there's no definitive proof either way. Mr C's vet has said that the pet was diagnosed with megaesophagus on 26 November 2014, and the symptoms of that became apparent from 24 November 2014. And while megaesophagus is a symptom of vascular ring anomaly, much of the dog's treatment had been for gastroenteritis - there had been vomiting, but it was also noted that vomiting/regurgitation can have multiple causes, including gastroenteritis. So I don't think it's unreasonable that Allianz applied an exclusion for "*gastro-intestinal/digestive system disorders*", when it became aware of the vomiting, or that the treatment costs for megaesophagus should be declined for that reason.

But, as I've said, I'm not satisfied that this, or the previous signs of vomiting, are sufficient in this case to make it fair to regard the vascular ring anomaly as pre-existing.

my final decision

For the reasons I've given, it's my final decision that I uphold this complaint in part.

I require Allianz Insurance Plc to pay the treatment costs associated with the vascular ring anomaly (but not the megaesophagus), together with 8% simple interest on that amount, calculated from the date of the claim to the date of settlement.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 4 January 2016.

Helen Moya
ombudsman