

complaint

Mrs R complained about Allianz Insurance Plc. She isn't happy that it turned down a claim under her pet insurance policy.

background

Mrs R took out pet insurance for her dog on 9 February 2013. In May 2015, Mrs R made a claim to investigate hind limb lameness her dog was suffering with. But this was declined by Allianz.

Mrs R brought her complaint to this service but the adjudicator found in favour of Allianz. She considered that it had acted fairly when it made the decision to decline the claim.

Unhappy with this, Mrs R asked 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. Mrs R made a claim in August 2013 in relation to her dog's lameness. At that time the insurer added a clause excluding claims in relation to disorders of the hips and hind limbs. It told Mrs R about this and clearly outlined the exclusion during renewal in January 2015.

So, when Mrs R submitted a claim to investigate hind limb lameness Allianz declined the claim. I know Mrs R's vet has provided some evidence that this episode of lameness is unrelated to the last. But Allianz has relied on the exclusion clause in declining the claim. It hasn't linked this claim to the previous condition. It has just relied on the exclusion for disorders of hips and limbs in declining the claim.

I know Mrs R feels that the vet misdiagnosed the second lameness claim and is considering legal advice about the vet's actions. But that doesn't affect this complaint. I say this as her claim was in relation to the dog's legs which were caught by the exclusion that was added.

I have considered whether this exclusion and the other exclusions that Allianz has subsequently added, having considered the vet's notes, are unfair. But I don't believe they are. It is entitled to consider the risks posed by the dog's history and attach exclusions based on its findings. I'm satisfied that it has acted reasonably in this instance and taken a stance that is similar to other insurance providers.

I know that my decision will come as a disappointment to Mrs R but I can't conclude that Allianz has acted unreasonably.

my final decision

It follows, for the reasons given above, that I don't uphold Mrs R's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 18 February 2016.

Colin Keegan

ombudsman