DRN-5449877

The complaint

Mr W's complaint is about the purchase of a pet insurance policy from ManyPets Ltd in February 2021.

Mr W says ManyPets promised to provide ongoing lifetime cover for his pet on the same terms offered by his previous insurer but later found that pre-existing conditions were not covered by the policy.

He wants ManyPets to cover the cost of his claims which were determined to be pre-existing in accordance with the terms of the policy and pay him interest at 8% on the value of those claims until he is reimbursed for them.

What happened

In February 2021 Mr W contacted ManyPets to arrange for his pet to be placed on lifetime cover with them. During the call he was asked whether his pet had any pre-existing conditions. He declared a food intolerance which he said led to skin itching that he'd been managing for a number of years, but nothing further. Initially the representative Mr W spoke with said he wouldn't be covered for ongoing claims for this condition. Mr W then queried this, citing that he thought ManyPets operated a system where they could take over these claims because his pet was on lifetime cover with another insurer. The representative then accepted that was correct and that ManyPets would be able to take over those claims.

Some time later Mr W made a claim on the policy for the skin condition, which was declined on the basis that it was pre-existing. Following various exchanges, ManyPets accepted that their representative had made a mistake in agreeing to provide cover for these claims when selling the policy. As a result, they accepted the claims and agreed to provide ongoing cover for them.

Mr W then made claims on the policy for dental issues which were also declined by the insurer of the policy. In response, ManyPets said the claims were pre -existing and that they hadn't promised to provide ongoing cover in respect of them, so they wouldn't cover the claim. Unhappy, Mr W complained to the Financial Ombudsman Service.

Our investigator considered Mr W's complaint and concluded it shouldn't' be upheld. He thought that ManyPets had done what they should have in relation to the skin conditions and agreed to provide cover for these claims because they had agreed to fund them in error. But he didn't think that ManyPets were responsible for the dental claims as they hadn't agreed to cover for all pre-existing conditions and not in relation to this.

Mr W doesn't agree, so the matter has been passed to me to determine.

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 don't uphold Mr W's complaint. Before I explain why I wish to acknowledge both Mr W's strength of feeling about his complaint and the volume of submissions he's made. Whilst I've read everything he's said, I won't be addressing it all. That's not intended to be disrespectful but rather represents the informal nature of the Financial Ombudsman Service. Instead, I'll focus on the crux of Mr W's complaint, namely whether ManyPets did something wrong and need to do more to put things right.

I've listened to the call recordings Mr W had with the ManyPets representative in 2021 when taking out this insurance. In the first Mr W is asked about pre-existing conditions in response to which he declares a skin condition caused by food intolerances. He's then told that claims related to this would not be covered because they occurred within the last two years. At this point Mr W queries the position stating that he thought ManyPets operated a system where they could take over because the pet is on lifetime cover with another insurer. In response the ManyPets representative says "*Oh right, ok yes sorry. Yes so in that case we would be able to… so that would just be continued…"*

A second call is had with Mr W where the same representative comes back to him to confirm the price of the policy. During this call Mr W asks whether this is lifetime cover, and the agent confirms it is. Mr W again asks that the insurance won't exclude skin itching and the agent confirms it won't.

ManyPets accepted the information the representative gave Mr W during these calls was wrong and that cover for pre-existing conditions wasn't available with this policy. Despite that, that they agreed to cover the claims for skin itching and honour those on an ongoing basis. I agree that this was a reasonable response in the circumstances as Mr W took out the policy in reliance of those representations.

Mr W's complaint is essentially that all other pre-existing conditions are not being covered by the policy, including a claim for dental treatment which the insurer of the policy said was pre-existing. I understand the point he's making and the reasons for this, but I don't think that the representations made to Mr W by ManyPets extended quite as far as he thinks they did.

Mr W was asked about pre-existing conditions and only declared skin issues. He went on to say that otherwise his pet was *"fit as a fiddle"*. Whilst I can't say what he would have been told if he'd declared other conditions, I'm not persuaded that the representations made to him were wide enough to extend to all pre-existing conditions being covered by Many Pets. His specific queries about pre-existing conditions were in relation to his pet's skin conditions only so I wouldn't expect ManyPets to cover all pre-existing conditions now as a result of their agent's mistake, particularly when Mr W didn't declare any other conditions and no promises were made about these.

Mr W says he wouldn't have moved his pet to this policy from another lifetime policy had he known that pre-existing conditions would not be covered. Like the investigator, I'm not persuaded by this. Mr W, by his own admission, said that he wasn't aware of any other pre-existing conditions beyond his pet's skin condition and he received an agreement for cover for this, which he was eventually provided with. He did not declare any dental issues and given he considered his pet did not have any other pre-existing conditions, I'm not satisfied that he wouldn't have purchased the cover with ManyPets if it had been made clear to him that no other pre-existing conditions would be covered. Because of this, I don't think ManyPets need to do anything further beyond their acceptance that ongoing claims for pre-existing skin conditions are covered.

Mr W has referred to further communications with ManyPets in which he was told that cover would be provided for all pre-existing conditions. I haven't seen anything that supports that position and in the absence of that, I can't say that he was misled to the extent that he says he was, such that I can determine this complaint in his favour.

On the issue of the dental condition, Mr W has made the point that he can't be deemed to be an expert in pet medical conditions and that if ManyPets had wanted a detailed assessment of these before agreeing to cover, without exclusions, then they should have had his pet assessed by a vet first. Firstly, the correct position was that no pre-existing conditions were covered so ManyPets shouldn't have agreed to cover the pet's skin conditions but in this case they did. A situation doesn't therefore ordinarily arise where some pre-existing conditions should be covered and not others as a matter of course. It's also common for pet insurers to ask about whether a pet has pre-existing medical conditions before offering cover so that they're able to make clear what is not covered from the outset. That usually boils down to whether a pet has seen a vet for anything specific and in this case in the last 24 months. Mr W would have been aware that his pet had been seen for dental issues prior to taking the policy out. Whilst it's not my role to determine whether those conditions were pre-existing and whether they should be covered by the insurer of the policy in this complaint, I don't think the onus is on an insurer to assess a pet before offering cover. Rather the onus is on policyholders to declare any pre-existing conditions from the outset otherwise insurers are likely to decline claims based on clinical histories if such disclosures are not made. From what I've seen Mr W was sent detailed information about what pre-existing conditions meant after the policy was taken out and renewed so if he was in any doubt about the meaning of this, he could have asked ManyPets for clarity at any point. And from the call recordings I've listened to I'm not in any event satisfied that Mr W was made the promises he says he was in relation to all pre-existing conditions, even though he might have interpreted things this way. For that reason, I don't think his arguments succeed.

My final decision

For the reasons set out above, I don't uphold Mr W's complaint against ManyPets Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 27 August 2025.

Lale Hussein-Venn
Ombudsman