

## **The complaint**

Mr and Mrs L complain that INTACT INSURANCE UK LIMITED declined a claim on their pet insurance policy.

## **What happened**

Mr and Mrs L took out pet insurance for their pet dog. The policy is in their joint names but Mrs L has dealt with the claim and complaint, so I'll mostly refer to her.

The policy, which was underwritten by INTACT, ran from 3 February 2024 to 2 February 2025. After the policy lapsed they took out a new policy with a different insurer.

On 1 February 2025, Mr and Mrs L took their dog out for a walk. On the way home they noticed she was limping. They thought she may have just overexerted herself and waited until the next day to see if she got any better. When she was still showing symptoms the next day, they called the vet helpline that was provided with the policy. They were advised the issue wasn't clear and the best course of action was to seek advice from their vet the following morning.

On 3 February 2025 they went to the vet and were advised their dog may have damaged her cruciate ligament and an operation would probably be needed.

When Mrs L made a claim on the policy, INTACT declined the claim because the treatment took place after the policy had ended. INTACT said they no longer had any cover.

Mrs L referred the complaint to this Service but our investigator said it was fair for INTACT to decline the claim. Mrs L provided further comments, but the investigator didn't change her view. So she requested an ombudsman's decision.

Mrs L has made a number of points in support of the complaint, including:

- The policy provides cover for treatment costs related to ongoing or one-off accidents and illnesses. Their dog experienced a one-off accident on 1 February 2025, which was within the policy period. They do not believe that anyone would interpret the policy wording to mean cover only applies from the date of treatment.
- The policy documents indicate that vet fees are covered for each accident or illness within the policy period, but the wording is ambiguous. It should explicitly say the policyholder is only covered from the date of treatment.
- All other lines of insurance would cover a claim from the date of loss/incident. Their new insurer's approach is to deny the claim because the accident happened outside their policy period, and it would now be classed as a pre-existing condition.
- The investigator's approach is not consistent with how all pet insurance works. Their claim should be covered from the date of the accident. INTACT has a completely different approach and should be required to act in line with other insurers.

## 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.

The relevant rules and guidance say insurers must deal with claims promptly and fairly, and not unreasonably reject a claim. They have a duty to give consumers the information they need at the right time and in a way they can understand, without having key information buried in lengthy terms and conditions. And the information should be clear, fair and not misleading.

Mrs L says the policy terms are ambiguous and it wasn't clear how the policy worked – they understood the cover to be related to the date of the illness or injury. And she doesn't think the way the policy works is in line with normal insurance practice. I've considered her comments carefully but I'm satisfied the policy documents explain what the policy covers, and it was fair to decline the claim, for the following reasons:

- The policy terms and conditions say the policy covers *"Vet fees up to..."*. The relevant section of the policy document is headed "VET FEES COVER". Under the heading "HOW PREMIER COVER WORKS", it says  
*"Premier provides cover for treatment costs for ongoing or one off accidents and illnesses..."*
- I think this is clear that the policy provides cover for treatment costs. And the explanations given in the policy schedule and the Insurance Product Information Document ("IPID") confirm this.
- The Policy schedule says the policy is designed to meet the needs of someone looking for help paying vet bills for short term and ongoing treatment; *"You can continue to claim for the same or new treatment each year as the vet fee limit is reinstated every time you renew"* and *"Each illness or injury is covered for up to £4,000 of vet treatment"*.
- The IPID says the policy is *"an annual contract that helps you pay for the cost of vet treatment if your pet is ill or is injured."* Under the heading "What is covered?", the IPID says:  
*"Vet fees of up to £4,000 for each accident or illness..."*
- I think it's clear from the documents that cover is for vets' fees, and the policyholder can claim for treatment costs they incur while the policy is in force. The incident may have happened while the policy was in force – but cover is for treatment costs and when the treatment was carried out, the policy was no longer in existence and they no longer had any cover.
- Mrs L says that is not in line with other insurance. Other types of insurance may be different, but this is how pet insurance policies work. Pet insurance does not cover the illness or injury itself. Of course, there will be an illness or injury that leads to the treatment, but it's the treatment costs that are covered. Indeed, not every illness or injury will need treatment.
- The purpose of this type of insurance is to provide cover for vets' fees, so the policyholder doesn't have to pay the costs themselves. It follows that the policyholder can only claim once there are treatment costs that need to be paid.
- If Mrs L had tried to claim on her policy on the day of the accident, she would not have been able to – at that point there were no treatment costs. That's in line with normal industry practice for this type of insurance.

I understand Mrs L had no cover under the new policy, because this was considered a pre-existing injury. That's very unfortunate and I appreciate how upsetting it was to find that neither policy would cover her. I can't comment on her other policy, but once this policy finished, INTACT was no longer on risk. She wasn't covered by this policy for vets' fees incurred when she no longer had this insurance.

The decision to decline the claim was in line with the policy terms and industry practice, and in the circumstances, I'm satisfied it was fair.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs L and Mr L to accept or reject my decision before 20 October 2025.

Peter Whiteley  
**Ombudsman**