

## **The complaint**

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

## **What happened**

Mr and Mrs G took out pet insurance for their dog. The policy is underwritten by INTACT. They are joint policyholders but Mr G has dealt with the claim and complaint so I'll mostly refer to him.

When Mr G made a claim for treatment costs, INTACT declined the claim.

The treatment involved an anal gland flush carried out under sedation. INTACT said the problems with the anal glands had been present before the policy started, so it was a pre-existing condition, and the policy doesn't cover pre-existing conditions. Mr G complained but INTACT didn't change its decision. It did accept there had been some delays dealing with the claim and paid compensation of £100 for this.

Our investigator said although there had been times before the policy started where Mr and Mrs G's dog had his anal glands emptied, there was no evidence of any illness, condition or physical abnormality. So it wasn't fair to say there was a re-existing condition and decline the claim.

The investigator said the compensation for delays was fair, but INTACT should pay the claim.

INTACT disagreed and provided further comments, but the investigator didn't change their view. So I need to make a 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.

The relevant industry rules and guidance say insurers must deal with claims promptly and fairly, support a policyholder to make a claim, and not unreasonably reject a claim.

The policy provides cover for treatment costs but, as with all insurance, this is subject to the policy terms and conditions. There is an exclusion for pre-existing conditions. This is not unusual and pet insurance generally doesn't cover something that was present before the policy started.

The relevant exclusion says there is no cover for:

*'Health issues, concerns, illnesses and injuries which you or your vet were aware of before you took out the policy, they are known as pre-existing conditions, they are:*

- *Signs or symptoms of diagnosed or undiagnosed injuries or illnesses*

- *Existing illnesses or injuries*
- *Existing physical abnormalities*
- *Existing illnesses, injuries or physical abnormalities which lead to other health issues or injuries;*
- *Illnesses or injuries which are medically linked to existing illnesses, injuries or physical abnormalities'.*

In the first instance it's for the policyholder to prove their claim. If the insurer then declines the claim on the basis of an exclusion, the onus is on the insurer to show it's fair to rely on that exclusion. So INTACT needs to show there was a pre-existing condition.

The clinical notes show Mr G had been to the vets several times before the policy started for the dog's anal glands to be expressed. There was discussion about changing his dog's diet.

INTACT says it isn't normal for a dog to need its anal sacs expressed. It has referred to veterinary advice it received that the need for manual emptying indicates there's an underlying condition preventing the glands from emptying naturally. They also said emptying the glands was challenging and led to the need for flushing of the anal glands.

While INTACT has said there was an underlying condition, it hasn't provided evidence showing what that was. And there's nothing in the clinical records about any illness or condition that led to the need for the glands to be expressed. The clinical notes show the vet noted no abnormalities and no infections.

I appreciate the vet found it difficult to express the anal glands and Mr G's dog needed sedation for this to be done. But the fact his dog found the procedure unpleasant, or even painful, isn't evidence of an underlying illness or condition that caused the issue in the first place.

In these particular circumstances, I don't think it was reasonable to decline the claim. So INTACT should pay the claim, subject to the remaining policy terms.

There were some delays dealing with the claim; it took around four months to make a final decision. This was upsetting for Mr and Mrs G and they had to chase to find out what was happening. Taking into account the time involved and the impact on them, the compensation of £100 INTACT paid was reasonable.

### **My final decision**

I uphold the complaint and direct INTACT INSURANCE UK LIMITED to pay the claim in line with the remaining policy terms and conditions (including any excess and policy limits).

If Mr and Mrs G have already paid the treatment costs it will also need to pay interest at 8% simple from the date they paid these to the date of settlement.

If INTACT INSURANCE UK LIMITED considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr and Mrs G how much it's taken off. It should also give them a tax deduction certificate if they ask for one, so they can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G and Mr G to accept or reject my decision before 17 November 2025.

Peter Whiteley

**Ombudsman**