

The complaint

Mr and Mrs W complain INTACT INSURANCE UK LIMITED has unfairly declined a claim they've made on their pet insurance policy following treatment for their dog.

What happened

Mr W has brought this complaint on behalf of himself and Mrs W, so I'll refer to him throughout. References to his actions include those of Mrs W.

INTACT (formerly known as Royal and Sun Alliance) is the underwriter of this policy, i.e. it's the insurer. Part of this complaint concerns the actions of its agents for which INTACT has accepted responsibility. Any reference to INTACT includes the actions of its agents.

The background to this complaint is well known to the parties so I've only provided a brief summary here:

- Mr W owns a dog - which I'll refer to as "A" – insured under a pet insurance policy underwritten by INTACT. The policy was inception in October 2024.
- Mr W took A to the vet in November 2024 as she was experiencing lameness. The vet undertook treatment and Mr W made a claim on the policy to cover the cost. INTACT declined the claim as it said A had been diagnosed with Osteoarthritis (OA) before policy inception and both issues in August 2024 and November 2024 related to this, so the treatment was excluded under the policy terms as it related to a pre-existing condition.
- Unhappy with this, Mr W made a complaint to INTACT but it maintained its position so Mr W raised a complaint with this Service.
- Our Investigator considered the evidence. He said he didn't agree both A's right front leg (RFL) and left front leg (LFL) were experiencing the same OA. He said In November 2024, the lameness on A's RFL was found to be arthritis and the stiffness on her LRL was due to OA. But said that the vet ultimately concluded in February 2025, A was experiencing OA in her LRL so he was satisfied OA affecting the LRL was present before policy inception. He concluded INTACT declined the claim fairly. Mr W asked an Ombudsman to reach 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 quick and informal nature of this Service means I may not comment on all the points made by the parties but will instead focus on what I consider to be the crux of the complaint. But I can confirm I have considered everything even if I don't reference it specifically.

In considering this complaint, I've taken account of relevant law, regulations, regulators' rules and guidance and standards, relevant codes of practice and what I consider to be good industry practice. 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. They should settle claims promptly once settlement terms are agreed.

When making a claim under an insurance policy, the onus is on the policyholder to prove they have a valid claim. If they do, the insurer should cover the claim unless it can prove that a policy condition or exclusion applies.

In this case, INTACT has relied on an exclusion related to pre-existing conditions to decline the claim. The exclusion has been detailed in full both by INTACT in its final decision and by our Investigator in his findings, and its content isn't in dispute, so I don't intend to reproduce it again here.

In line with our usual approach to this kind of complaint, for me to say it was fair for INTACT to apply this pre-existing condition exclusion, I would have to be satisfied of two things:

- That the condition being claimed for is the same thing – or directly connected to – an illness or condition that was present before the policy started; and
- At the point the policy was taken out, the policyholder was aware there was something wrong with their pet, even if there wasn't the diagnosis of a specific condition.

The medical evidence

I know Mr W has strong feelings about his vet's comments recorded in A's medical records and believes these should be interpreted in a particular way. I have taken note of what he said and kept it in mind during my investigation but I also need to highlight the vet is the medical expert here and I attach significant weight to their opinion.

I've gone on to consider the medical evidence provided by A's vet.

In August 2024, before policy inception, A was taken to the vet for treatment for stiffness in her right front leg and for a limp. The vet let Mr W know she had suspicions of OA in a few joints. She said that if symptoms continued for more than seven days, she would need to consider ongoing arthritis management. The possible use of Librela, a drug prescribed to alleviate the symptoms of OA was discussed with Mr W.

Then in November 2024, A was taken back to the vet due to sudden lameness. During this visit, the diagnosis wasn't certain, with the vet stating it could be arthritis or a pulled muscle. I think it's worth noting here, arthritis is the general medical term for joint inflammation, while osteoarthritis is a sub-category of arthritis, caused by the breakdown of joint cartilage over time. So, I don't think the vet saying the cause of the problem could have been arthritis was specifically ruling out OA.

Later in the same month, A was taken back to the vet for an update and guidance on ongoing treatment. The use of Librela was discussed again and Mr W was keen to start this. And so a further appointment was made for it to be administered.

Then in February 2025, A returned to the vet for a recheck appointment, and this time the vet said there was likely OA in multiple joints. Later the same month, there was a further visit to the vet following a flare up in the LHL and for another Librela injection. At this point the vet diagnosed multiple points of chronic OA and a claim was made for treatment.

Our Investigator concluded there wasn't persuasive evidence that the condition affecting A's right front leg was the same condition found on her left rear leg. But went on to explain, this ultimately didn't change the outcome of the complaint either way. I agree it wouldn't change the outcome. I'll explain why.

For the pre-existing exclusion to apply, there doesn't need to be a definitive diagnosis before inception, only signs or symptoms of an injury or illness, whether diagnosed or not. I've not seen anything in the pre-existing condition exclusion which requires the symptoms to be in the affected area as Mr W suggests. And as I've explained above, the vet suspected OA in a few joints in August 2024 – before policy inception - and this was what was ultimately diagnosed and claimed for.

For the reasons I've explained above I'm satisfied there were signs or symptoms of OA as far back as August 2024 and this was ultimately diagnosed in February 2025. And because of this it seems reasonable INTACT said the pre-existing exclusions applied, but I then need to consider the other part of the test.

Awareness

Our Investigator explained the pre-existing condition exclusion doesn't take account of when the policyholder was first aware of the condition, but when evidence of the condition first started.

But in line with the second part of the test detailed above, I have gone on to consider whether Mr W was likely aware there was something wrong with A at the time the policy was taken out in October 2024. As I've explained above, the vet's notes show the vet had suspicions of OA as far back as February 2024 and this was discussed with Mr W at the time so I think it was clear from this point there may have been something wrong with A, even though the condition hadn't been specifically diagnosed at this point.

Conclusion

So, for the reasons I've explained above, I'm satisfied it was fair for INTACT to say the pre-existing condition applied and in so doing, to decline the claim for the treatment. It follows I won't be asking INTACT to do anymore.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W and Mrs W to accept or reject my decision before 9 January 2026.

Paul Phillips
Ombudsman