

The complaint

Miss C's complaint is about a claim she made on her INTACT INSURANCE UK LIMITED ('Intact') pet insurance policy, which was declined.

Miss C says Intact treated her unfairly.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my 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.

Having done so, I agree broadly with the outcome reached by the investigator and uphold Miss C's complaint. This is why.

- The starting point is the policy terms. They say *"We don't pay 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."*
- Intact say that Miss C was aware of signs or symptoms of the problem her pet was eventually diagnosed with when she took out the policy. As Intact are relying on an exclusion to decline Miss C's claim, the onus is on them to show that it is applicable on the balance of probabilities. Having weighed up all the evidence, I'm not satisfied that Intact have persuaded me the exclusion is applicable in this case.
- The key piece of evidence Intact are relying on is a clinical note made in the pet's clinical history, after the policy was in place and when Miss C went to see the vet about problems with her pet's appetite and weight loss. Cover engaged in November 2024. In February 2025 Miss C took her pet to the vet because she said that it had been eating more and noticed it had been losing weight. This then led to the investigation and diagnosis of hyperthyroidism which is the subject of Miss C's claim. The clinical notes in February 2025 record *"History - last 6 months lost a lot of weight and eating a lot*
- *very vocal"*. It was on this basis that Intact say the weight loss is pre-inception because the reference to six months falls before the start date of the policy. Miss C says she didn't tell the vet she saw that her pet had lost weight and was eating a lot from August 2024. Rather she says she only really noticed a genuine increase in her pet's appetite in December 2024, at which point she thought it might have worms so treated it at home for this. She also relies on a letter from her veterinary practice which sets out the vet she

saw was a locum, was reported to be in a rush, and that Miss C has given a persuasive and consistent account of when she noticed her pet's symptoms to the practice subsequently.

- Intact instructed an investigator to discuss Miss C's claim with her to determine whether she was aware of her pet experiencing symptoms before the policy was in place. In her account of things, Miss C also told the investigator that she had only noticed an increase in her pet's appetite and more vocalisation in December 2024 but not that it had lost weight. The investigator then referenced the clinical note which would put the start of the pet's symptoms to August 2024. It was then that Miss C said her pet had started to eat a bit more at that point but nothing that caused her any concern and that this only became something she thought might be a problem in December 2024. I've thought carefully about the answers Miss C gave Intact's investigator, and the conclusions reached by that investigator- essentially that Miss C gave a credible account that the concern around her pet's appetite began around Christmas 2024 and therefore after the inception of the policy. Despite that the investigator went on to conclude that they could not confidently prove whether the symptoms were noticeable at the time of policy inception, so no policy action was recommended. But that's not the test. The test for Intact is to establish that Miss C knew or ought reasonably have known of the symptoms her pet was experiencing before cover was in place. But I don't think they have.
- The clinical note they are relying on refers to a blanket six months for three different symptoms; weight loss, eating a lot and being more vocal. When pressed Miss C told Intact's investigator that her pet started to eat a bit more in August 2024 but not that it was more vocal nor that it had lost weight. So, I'm not sure that a note made in hindsight is necessarily strong evidence that Miss C knew or at least ought to have known that her pet was experiencing symptoms it might require treatment for at that point. And if that was the case, I question why Miss C didn't then deliberately purchase cover for it in August 2024. She purchased cover in November 2024 and even by the end of December she still maintained that her pet likely needed worming and administered that treatment herself without taking it to the vet for treatment. It wasn't until February 2025 that Miss C visited her vet with cause for concern. So overall, I'm not persuaded that the evidence Intact are relying on here is strong enough to support that Miss C was aware of any signs or symptoms of her pet having an illness in August 2024. And whilst she might have noted an uptick in appetite, I can't see that this on a standalone basis prompted her to purchase insurance nor that it caused her to consider this was something her pet might require treatment or investigation for in future.

Putting things right

Intact should:

- Pay Miss C's claim in line with the remaining policy terms.
- Pay Miss C interest at 8% per years simple on any sums they pay her in respect of her claim from the time she paid her vet's fees, until they are discharged.

My final decision

For the reasons set out above, I uphold Miss C's complaint and direct INTACT INSURANCE UK LIMITED to put things right.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 30 December 2025.

Lale Hussein-Venn
Ombudsman