

The complaint

Mr and Mrs C complain that Intact Insurance UK Limited trading as More Than (Intact) unfairly declined their claim under their pet insurance policy.

What happened

The detailed background to this complaint is well known to both parties, so I'll only summarise the key events here.

Mr and Mrs C made a claim under their pet insurance policy following their late dog, "S" diagnosis of gall bladder mucocele. Following this diagnosis, the treating vet prescribed two medications to S, one of which was a liver supplement.

Intact say supplements are excluded under the policy.

Mr and Mrs C have disputed this and say the liver supplement was prescribed by their vet as a medical management medication and have provided evidence from the treating vet to confirm this.

Our Investigator looked into the complaint and upheld it. She felt on a fair and reasonable basis the supplement had been used as medical management and an alternative to surgery. She said Intact should cover the costs Mr and Mrs C paid towards the supplement prescriptions, plus 8% simple interest from date of loss to the date of settlement. In addition, she recommended £150 compensation should be paid for the distress and inconvenience.

Intact have disagreed. It said in summary, the policy clearly excludes products you can purchase over the counter or online without prescription. It said irrespective of a vet using the term 'prescribe' in relation to a drug which can be purchased without prescription that doesn't change the nature of what it is – usage does not alter the underlying nature of the product.

So, the complaint has been passed to me, an Ombudsman, to decide.

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.

Firstly, I can see Mr and Mrs C's dog has sadly passed away. I send my condolences to them. I can appreciate that still dealing with this complaint is not making that any easier to come to terms with.

The relevant rules and guidance require businesses to handle claims promptly and fairly, provide information on the claim's progress, and to not unreasonably reject a claim.

Intact reviewed the claim and confirmed it would not be covering the costs of the supplement as it is not covered under the policy terms. The policy states:

"We will not pay:

...

7. for supplement and probiotics, these are products you can purchase over the counter or online without prescription. They are made from foods or biological products. Joint supplements, nutraceuticals, vitamin and mineral supplements, and organ supplements are all examples of these products."

Mr and Mrs C provided evidence from their treating vet to challenge this. I don't intend to quote it here as all parties have had sight of this. But in summary it said the medications prescribed (including the liver supplement) were prescribed for medical management as there were major risks with surgical management.

The key point here is that the term Intact are relying upon to decline the claim is I think intended to protect it from claims being made when either vets advise supplements to improve a pet's health or customers just taking it upon themselves to supplement the pet's diet and then trying to claim for it.

I understand Intact's reasoning for why it has excluded the liver supplement, as yes it can be purchased over the counter without a prescription, and the policy would deem the medication to be excluded as it is classed as an 'organ supplement'.

But I'm not persuaded that it is fair or reasonable in the circumstances of this complaint to apply the condition. I say this because the treating vet clearly prescribed this medication alongside another to treat S's condition as Mr and Mrs C had chosen not to go for the high-risk surgical procedure. Without the medication prescribed, S would've either required surgery or likely to have deteriorated faster than she did. The vet has also said the supplement was being used to help with cognitive dysfunctions for which S originally presented. I am therefore persuaded by the vet's rationale that the supplement was used as a 'medication' and formed part of the medical management of S's condition and wasn't being used just as a supplement or an optional treatment. I think in the circumstances of this complaint it is fair and reasonable for the costs to be covered under 'vet fees' and I therefore direct Intact to pay the costs Mr and Mrs C have paid for the liver supplement prescriptions.

In addition, I agree with our Investigator that Intact should award £150 compensation this claim has clearly had an impact on Mr and Mrs C since the claim for this treatment was declined. Mr and Mrs C followed up with their vet to provide as much information to Intact for it to reconsider the declination and they have spoken of financial difficulty during this time which has caused them significant distress and inconvenience.

Putting things right

Intact Insurance UK Limited trading as More Than should:

- Pay the costs Mr and Mrs C have paid for the liver supplements plus 8% a year simple interest* from date of loss to date of settlement.
- Pay £150 compensation for the distress and inconvenience.

*Interest is at a rate of 8% simple per year and paid on the amounts specified and from/to the dates stated. HM Revenue & Customs may require Intact Insurance UK Limited trading as More Than to take off tax from this interest. If asked, it must give Mr and Mrs C a certificate showing how much tax it's taken off.

My final decision

For the reasons set out above, I've decided to uphold Mr and Mrs C's complaint and direct Intact Insurance UK Limited trading as More Than to take the steps and pay the compensation set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C and Mrs C to accept or reject my decision before 25 December 2025.

Angela Casey
Ombudsman