

The complaint

Mr F and Miss S complain INTACT INSURANCE UK LIMITED unfairly declined a claim they made on their pet insurance policy.

What happened

INTACT was previously known by another name. I've referred to its new name throughout this decision.

Miss S has raised this complaint on behalf of herself and Mr F so I will refer to her mainly throughout this decision. References to her actions include those of Mr F.

The background to this complaint is well known to the parties and has been documented in detail by our Investigator previously, so I'll just provide a brief summary here.

- Miss S's dog – which I'll refer to as "F" – is insured under a pet insurance policy underwritten by INTACT. F was due to have an operation to remove anal glands. Miss S applied for pre-authorisation to cover the cost under her policy but this was declined due to a pre-existing conditions exclusion.
- Miss S's vet provided further comments disagreeing with INTACT's position. Despite some further back and forth, B maintained the claim decline although it did pay £25 compensation for a communication issue. Miss S raised a complaint with this Service.
- Our Investigator didn't uphold the complaint, concluding INTACT had declined the claim fairly and the compensation it paid was fair and reasonable in the circumstances. Miss S 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.

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.

With insurance claims, the onus is on the policyholder to show the claim is covered under the policy terms. And if an insurer seeks to rely on an exclusion to decline a claim, the onus is on it to show the exclusion applies. I'll be keeping this principle in mind while considering this complaint.

INTACT said the claim fell under an exclusion for pre-existing conditions:

“We don’t pay for health issues, concerns, illnesses or 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”.*

And it said the first clinical signs of the condition were identified in the vet’s notes as occurring in May 2023 which was before the policy was inception in July 2024, so the pre-existing condition applies.

It’s the long-standing approach of this Service to consider two things when an insurer declines the claim for this reason. These are:

- If the condition being claimed for is the same as – or directly connected to – an illness or condition that was present before the policy started; and
- At the point when the policy was taken out, Miss S was aware there was something wrong with her pet which was likely to lead to some investigation or treatment.

The vet’s notes and first clinical signs

Our Investigator provided a comprehensive account of the vet’s notes from 2021 to 2025 relating to F’s treatment and these details aren’t in dispute, so I don’t propose to repeat that information here.

The pre-authorisation request Miss S’s vet sent INTACT to cover the cost of the anal glands being removed details the following reason for the claim:

“Anal gland infection not resolving with flushing and medical management, surgical removal of anal glands recommended”.

Having considered the vet’s notes very carefully, it’s clear to me F has a history of problems with its anal glands going back as far as 2021. The history from 2021 to 2024, when the policy was taken out, and beyond details numerous visits to the vet for treatment related to F’s anal glands. The notes also detail various infections, abscesses, green malodorous discharges and repeated manual evacuations of the anal glands being necessary over that time.

Keeping in mind the stated reason the operation was needed, I think it’s reasonable for INTACT to say there were signs and symptoms of relevant illness before policy inception. And that condition continued to get worse, ultimately leading to the need for surgery.

So, I’ve then gone on to consider Miss S’s awareness of this.

Miss S’s awareness

It’s clear from the vet’s notes, F’s behaviour indicated there was a problem in the area of the anal glands as it details F “scooting”, licking and biting at its back end over a number of

years, starting before policy inception. This led Miss S to seek guidance from the vet on regular occasions over the years.

This coupled with a history of the anal glands having to be manually evacuated and soreness and infections being treated with antibiotics, persuades me Miss S was aware there was something wrong with F at the time she took the policy out, even if she didn't know exactly what.

For the reasons I've explained, I'm satisfied INTACT fairly applied the exclusion related to pre-existing conditions. It follows, I've concluded it declined the claim fairly so I won't be asking it to do anymore.

Compensation

INTACT accepts its communication fell below the expected standard and it paid £25 in recognition of this. Given the relatively limited impact, I'm satisfied this is fair and reasonable in the circumstances of this case.

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 F and Miss S to accept or reject my decision before 13 October 2025.

Paul Phillips
Ombudsman