

## The complaint

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

Miss W says she was treated unfairly.

## What happened

The details of this complaint are well known to both parties, so I won't repeat them 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 uphold Miss W's complaint for broadly the same reasons set out by the investigator. These are my reasons.

The starting point is the policy terms. They exclude 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”.*

The issue for me to determine is therefore whether there were any health issues or concerns that Miss W was aware of before she took out the policy. Miss W says she wasn't aware her pet was exhibiting signs or symptoms of an undiagnosed illness before the policy was in place. I've thought about what she's said and considered the pet's clinical notes. In February 2024 Miss W's pet presented with blood in its urine and it was urinating outside of the litter tray. The clinical notes record that the cause of this might be stress cystitis versus crystals versus a bacterial problem and that this was discussed with Miss W. The pet had its urine tested at the time. A bacterial cause was ruled out, and the notes say *“but RBC/struvite”* so it was recommended the pet transition to a urinary diet. The reference I have quoted means red blood cells and crystals/stones were found in the pet's urine. A further urine test was recommended in 14 days but I can't see that this took place, most likely because the pet's symptoms resolved as contended by Miss W. The absence of anything further in the pet's clinical notes in relation to this problem around that time also seem to support that this was the case.

Miss W took out the policy on 30 June 2024. In September 2024 the pet started experiencing

the same symptoms as before for which surgery was required. The surgery took place in February 2025. Crystals in the pet's urine were identified as the cause of the problem. The pet's vet has confirmed that this issue was a continuation of the same problem it was experiencing in February 2024. I've thought about what Miss W has said about not being made aware that the pet might have an ongoing problem back in February 2024. But the clinical notes don't seem to support this. Rather they suggest that the possible cause of the problem were discussed and crystals were identified as one possible cause. So whilst I appreciate that the problems appeared to go away following a urinary diet, this doesn't mean that Miss W ought not to have been reasonably aware they could return, particularly because the notes from February 2024 set out "*If no improvement would recom urinaty ultrasiound. O happy with plan*". What I take from that is that the pet's symptoms could return and that Miss W was made aware of that. The fact that they didn't for seven months, doesn't to my mind mean that Miss W should reasonably have thought they might not resurface, particularly because the question of crystals and indeed other causes were discussed. In light of that I think it was reasonable for Intact to decline her claim in the way that they did.

I turn now to the handling of Miss W's claim. In declining it Intact only referenced Miss W's knowledge of the possibility of crystals, but they had yet to establish whether the condition she was claiming for was linked to the pet's earlier symptoms before the policy was in place. It wasn't until Miss W's complaint was in its advanced stages with the Financial Ombudsman Service that Intact provided evidence from her pet's vet to support the crystals were a continuation of the earlier problem. I agree with the investigator that Intact ought to have sought and supplied this evidence before declining Miss W's claim in the way that they did and their failure to do so caused Miss W both distress and inconvenience and might have avoided her pursuing this complaint altogether had she been made aware of a sound reason why her claim had been declined. For that reason I think that Intact should pay Miss W £100 in compensation to put things right, which takes into account the impact of their prematurely declining her claim when they did. This is commensurate with awards we'd make in similar circumstances.

### **Putting things right**

Intact should pay Miss W £100 in compensation for the distress and inconvenience caused to her.

**My final decision**

I uphold Miss W's complaint and direct INTACT INSURANCE UK LIMITED to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 23 December 2025.

Lale Hussein-Venn  
**Ombudsman**