

The complaint

Mr B complains that INTACT INSURANCE UK LIMITED has unfairly declined a claim under his pet insurance policy.

Where I refer to Intact, this includes the actions of its agents and claims handlers for which it takes responsibility.

What happened

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

- Mr B holds a pet insurance policy for his cat, underwritten by Intact, and effective from 28 August 2024.
- In October 2024, Mr B made a claim under his policy following a period of pollakiuria and haematuria (frequent urination with blood) which had been treated between 15 September and 8 October.
- Intact declined the claim. It said Mr B's cat had suffered from an ongoing urinary condition over the last three years. As the first clinical signs of the issue giving rise to the claim occurred before the start of the policy, it was considered to be a pre-existing medical condition which the policy excludes.
- Mr B raised a complaint. He said that whilst his cat had experienced problems in the past, these were resolved after a day or two. And there had been no issues for over a year when he took out his policy.
- Our Investigator upheld the complaint. He said Intact should reconsider the claim based on the further information Mr B has provided to our Service. In addition, he recommended compensation of £100 for the distress and inconvenience caused.
- Intact accepted this outcome, although it says it tried to engage with Mr B about obtaining further evidence from the vet during the claim process and he refused.
- Mr B didn't accept. He believes Intact has had the opportunity to consider his claim and it should now pay it. He doesn't think the compensation offered reflects the distress and inconvenience he's suffered.

As Mr B didn't agree with our Investigator, the complaint was passed to me to decide. And I issued the following provisional decision.

My provisional decision

I've reached a different outcome to our Investigator. Before I explain why, I wish to acknowledge the parties' submissions in respect of this complaint. Whilst I've read them all, I won't comment in detail on every single point that has been made. Instead, I'll focus on the

key points that are relevant to the outcome I've reached. That's in line with our remit, which is to resolve complaints promptly and with minimal formality.

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 pay the claim unless it can prove that a policy condition or exclusion applies.

In this case, Mr B has shown that his cat required treatment for a urinary condition, which is something the policy provides for. So, on the face of it, he's demonstrated that he has a valid claim.

As Intact seek to rely on a policy exclusion to decline the claim, the onus is on it to show the exclusion applies. The relevant policy terms say:

"When we can't help you

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 rely on the following entries in Mr B's cat's clinical history:

- | | |
|------------|---|
| 14.10.2022 | Blood in urine, is eating well. Drinking normally. No pollakiuria, poss mild stranguria. Otherwise well...nad on c/e bladder small. Advised likely cystitis, ini consider urine sample for dipstick and sg +/- culture. |
| 28.02.2023 | dispense 10 tablets synulox palatab...pollakuria, stranguria, haematuria past few days. Susp flare of cystitis. Bladder small and comfortable. |
| 15.09.2024 | Hx: 2 days pollakiuria, haematuria. Eating no lethargy fine inself...small bladder but thickened. Advised tx cystitis with nsaid, then bring urine sample for dip SG and microscopy. |
| 18.09.2024 | Sample received...unable to perform microscopy on sample received, highly contaminated with cat litter. |
| 21.09.2024 | Seemed ok the first day no blood in urine. Was back to normal on Thursday but then yesterday started with small pollakiuria with blood in urine again...on exam bladder moderately full and quite tender. Discussed poss infection. Recommended cystocentesis and bladder us. O going away and not wanting to upset her before holiday so elected to tx as if UTI and add in abx. Ini rv for above investigation. |

02.10.2024 O called reporting blood in urine and cat in pain. Wanted to be seen. 3 years ongoing problems had bloods done in July, urine done 2 years ago.

Mr B's cat was subsequently sent for further testing, the results of which haven't been provided.

Intact says Mr B's cat has a history of pollakiuria and haematuria dating back to before the policy started. But these are symptoms, rather than a condition in itself. And it's not enough to simply say that as there were previous issues affecting the cat's urination, it must be an ongoing continuous problem. Intact must show, on the balance of probabilities, that the issues over the previous two years are the same condition or connected in some way.

Intact say cats don't tend to get primary bacterial urinary tract infections, especially not on a yearly basis; there is usually an underlying cause. Whilst that is sometimes true, urinary problems can arise for a number of reasons. And without a diagnosis of what is causing these problems now and what caused the problems back then, it's difficult to determine with any certainty whether these conditions are the same or linked. Ultimately, if there was a linked underlying cause, this had gone untreated for two years, so I would've expected to see urinary problems more regularly than the two occasions in the vet notes.

What stands out here is the length of time this latest matter was ongoing. The issues in October 2022 and February 2023 seemed to be short lived and were resolved promptly. But the issues of September 2024 didn't resolve themselves in the usual way indicating a difference in the condition.

Intact say the vet notes quoted above refer to bloods being taken in July 2024 which isn't something included in the clinical history provided. It said this indicates the problem has been ongoing more recently. But Mr B has provided these blood tests, which were carried out abroad when he was away with his cat, and they are unrelated to the urinary problems.

As it stands, I'm not persuaded Intact has done enough to show that the condition claimed for is the same or linked to the previous urinary problems. So I think it's unfair to conclude that this is a pre-existing condition solely because the symptoms of a previous problem were the same.

Even if a condition is pre-existing, our Service will consider whether Mr B knew – or ought reasonably to have known – that there was something wrong with his cat which would likely lead to further investigation / treatment. I'm mindful that, when taking out the policy, Mr B's cat hadn't experienced any urinary problems for approximately 18 months. So I'm not persuaded he knew there was something wrong with his cat in respect to a urinary problem. I'm satisfied he could reasonably believe this problem was resolved.

I'm aware Mr B has provided further evidence from the vet practice abroad which Intact hasn't seen before, and it wishes to reconsider the claim. But I agree with Mr B that Intact has had the opportunity to assess the claim, and I don't think it's fair to leave Mr B out of pocket any longer than necessary when Intact hasn't met the test for our established approach to pre-existing condition exclusions.

Responses to my provisional decision

Both Intact and Mr B accepted my provisional 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.

As neither party had any further submissions for my consideration, I see no reason to deviate from the outcome explained in my provisional decision.

My final decision

For the reasons I've explained, I uphold this complaint and direct INTACT INSURANCE UK LIMITED to:

- pay Mr B's claim, minus any policy excess and up to the policy limits, plus 8% simple interest per annum from the date the vet was paid until the date he is reimbursed.
- pay £150 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 28 October 2025.

Sheryl Sibley
Ombudsman