

The complaint

Mr F 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 F holds a pet insurance policy for his dog, underwritten by Intact and effective from 10 January 2025.
- In March 2025, Mr F called Intact to see if he'd be covered for the cost to remove a skin tag. He was advised that as long as the tag hadn't been noted before the policy started, it would be covered. As Mr F believed it hadn't, he proceeded with the operation and made a claim.
- Intact declined the claim on the basis the skin tag was a pre-existing condition because it was first noted in a vet appointment in August 2024.
- Mr F raised a complaint which he brought to our Service. He said that whilst the skin tag was noted before the start of the policy, he was assured by the vet that it was nothing to worry about and no treatment was required. And Intact should've asked him to send the medical history before agreeing to the surgery.
- Our Investigator upheld the complaint. She accepted the skin tag was present prior to the policy, but she didn't think Mr F knew – or ought reasonably to have known – there was something wrong that was likely to lead to investigation / treatment which is our approach to pre-existing conditions. She recommended that Intact pay the claim plus interest and compensation.
- Intact didn't accept this outcome. It said whilst the treating vet advised to monitor the skin tag rather than treat it immediately, the recommendation suggests there was at least some degree of clinical concern, and it indicates the lesion was already under observation at the time the policy began.

As Intact didn't agree with our Investigator, the complaint has been passed to me 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.

Having done so, I've reached the same outcome as our Investigator, and for broadly the same reasons. 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 cover the claim unless it can prove that a policy condition or exclusion applies.

In this case, Mr F has shown that his dog had a skin tag which required surgical removal and histopathology, which is something the policy provides for. So, on the face of it, he's shown he has a valid claim.

As Intact seeks to rely on the policy exclusion for pre-existing conditions, the onus is on it to show the exclusion applies. The relevant policy term says:

"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."*

The relevant entries in the medical history say:

09.08.2024 *History – Here for RV, O reports just finished steroids, not licking at foot, doing well at home. O has noticed a skin tag on his back left rump area – been there about a month, not grown or changed in that time, not bothersome. No other concerns*

Examination – Cx – bilaterally ears are clear – little bit of erythema to right ear pinna but canals comfortable

Right hind medial aspect of digit 2 there is an area of alopecia but skin is WNL and foot is comfortable, no evidence of irritation

Small skin tag right caudal rump area – advise monitor

Rest of cx WNL

Plan – doesn't have a hx of skin conditions so advise just monitor for now, rv if any more symptoms develop

28.03.2025 *History – O noticed lump/tag rear end approx. 1 year ago. Recently noted getting bigger. No bleeding. [Dog] not bothered by it. O*

concerned is growing and wondering nature of lump? And if will get caught on something and thus keen to remove it for these reasons.

Examination – Mass confined to skin layer, approx. 10-15mm diameter at largest diameter, flat skin-tag in leaf shape with 3 main parts to it. Popliteal and other superficial LNs all fine. MM pink, gums/teeth in great condition. Heart ok, no murmur. Lungs sound clear.

Plan – advised can monitor or consider surgical removal UGA +/- histopathology.

On a strict interpretation of the policy terms, based on the vet notes, the skin tag is a pre-existing condition because it was an existing physical abnormality on Mr F's dog before the policy cover started.

But my role is not only to determine whether Intact's decision was in line with the policy terms, but also whether the way the policy terms were applied was fair and reasonable in the circumstances of the claim. And I don't think it is. I'll explain why.

When considering whether a condition can be deemed pre-existing, our Service will always consider whether the consumer knew – or ought reasonably to have known – there was something wrong which was likely to lead to investigation / treatment.

Mr F says the skin tag was insignificant and wasn't causing any issues prior to March 2025 when it had grown and changed shape. And this is supported by the vet notes. I appreciate Intact say Mr F was told to monitor the skin tag which indicates there was at least some degree of clinical concern. But it's not clear that he was told to monitor the tag.

The vet notes from August 2024 appear to refer to two skin tags. One on the “*back left rump area*” and one on the “*right caudal rump area*”. The notes imply that Mr F was only told to monitor the one on the right. But, based on the vet notes from the date of the surgery, this claim appears to relate to the removal of a lump on the “*left hind*”.

But even if Mr F had been told to monitor both, I'm mindful four months had passed of monitoring the skin tags by the time he took out this policy. And nothing of concern had occurred in that time; he'd frequented the vet on several occasions with no mention of the tags.

So whilst I'm satisfied the skin tag removed was present prior to the start of the policy, I'm not persuaded Mr F knew – or ought reasonably to have known – there was something wrong which was likely to lead to investigation / treatment as the vet seemed to have no concerns about it and I can't see he was told to monitor this particular tag. It was only after the tag changed in size and shape that the vet suggested Mr F monitor or remove it. As this was over seven months after it was first recorded, I don't think Mr F could've reasonably foreseen that it would need investigation / treatment.

I also disagree with Intact's comments that the vet suggested monitoring “*rather than immediate treatment*”. The information provided suggests there was no treatment required – not immediately or otherwise. I'm aware Mr F was insured under another pet insurance policy at the time the skin tag was first recorded. So if there was any cause to have the tag removed at that time, he could've done so and made a claim. I'm not persuaded Mr F chose not to treat his dog in August 2024, rather there was simply nothing to treat at that time.

For these reasons, I don't think Intact has acted fairly and reasonably when declining this claim as a pre-existing condition. And as Mr F has experienced distress and inconvenience as a result of this, I'm persuaded he should be compensated.

My final decision

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

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 8 December 2025.

Sheryl Sibley
Ombudsman