

The complaint

Mr D and Miss P's complaint is about a claim they made on their INTACT INSURANCE UK LIMITED ('Intact') pet insurance policy, which Intact declined.

Mr D and Miss P say Intact treated them unfairly.

What happened

I issued a provisional decision in respect of Mr D and Miss P's complaint in which I said the following:

"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'll be departing from the findings of the investigator and not upholding Mr D and Miss P's complaint for the following reasons:

- The starting point is the policy terms. They don't provide cover for a pre-existing condition which the policyholder or their vet were aware of before the policy was in place. Pre-existing conditions are explained to be: "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." In this case I need to determine whether Intact have, more likely than not been able to establish this exclusion applies to Mr D and Miss P's claim.*
- The policy started in October 2021. There are two documented instances of skin conditions recorded in the pet's clinical history in July-September 2020 and September 2021, a month or so before the policy was taken out. The subject of this present claim is, amongst other symptoms, for treatment costs associated with a skin flare up in December 2024 as well as an ear infection. In this case Intact say Mr D and Miss P's pet had a documented history of skin allergies and as such the claim is not one they are prepared to cover. The onus is on Intact to establish the exclusion they're relying on is, on balance, applicable here. Having carefully considered the pet's clinical history, I'm satisfied that they've been able to successfully establish that in this case.*
- It's clear to me from the two instances cited by Intact in the pet's clinical history that Mr D and Miss P were advised that their vet did try to discuss allergies with them. In July 2020 the record says "but not sure owner listening" in respect of the advice about allergies. In September 2020 the records say that the pet's flare up of skin is "likely allergy underlying". In September 2021 the notes say "Had the same this time last year so likely seasonal atopic". In October 2021 the notes say the medication prescribed for the condition is working well and "Likely stay on long term". So, I'm satisfied that the issue of long-term allergies that are likely seasonal in nature were clearly discussed with Mr D and Miss P such that I would expect them to be aware of these, particularly a month before cover was taken out.*
- In this case Mr D and Miss P's vet has provided a statement to say there was a two-year gap of the pet not experiencing skin problems so it can be inferred there were no*

problems in relation to this. The vet goes on to say that the gap in time would suggest the reoccurrence of allergies is likely a new allergy which can be separated from the previous one. I've thought about what the pet's vet has said but here, but in this case, there is no evidence to support what caused the pet's previous skin allergies in 2020 and 2021. And whilst I appreciate what the pet's vet says, I don't think it can be said with any certainty what caused the pet to experience skin allergies again after a gap in time. The vet's view is largely speculative in nature and based only on the gap in time but not on any specific tests or pathology. And given the earlier references to seasonal and long-term allergies, I think it was reasonable for Intact to conclude the pet was experiencing the same problem which was not something that would likely be resolved permanently in any event. For that reason, I don't think it was wrong for them to decline Mr D and Miss P's claim in the way that they did.

- *I've also considered Intact's vet's opinion in this case. I note their comments, but they don't inform the basis of my decision. And I don't think a general allergy is the same as something that can be separated out by a specific and separate cause. But in this case, there's no evidence to support that the cause of the allergy is likely to be different to the one identified before cover was in place, other than an anecdotal opinion, so I'm not persuaded that Intact were wrong to decline Mr D and Miss P's claim."*

I asked both parties to provide any further comments or evidence for me to consider. Intact did not respond but Mr D and Miss P did. They maintain they did not know their pet had a skin condition otherwise they would have declared it when taking out cover. They've also made submissions about the impact of my provisional findings on them, both emotionally and financially. In addition, they've provided the same evidence previously supplied from their pet's vet.

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 remain of the view that Mr D and Miss P's claim should not be upheld for the same reasons set out within my provisional findings. Whilst I appreciate what they say about not knowing their pet had skin problems before taking out cover, this is at odds with the clinical notes I have quoted in July-September 2020 and September 2021, a month or so before the policy was taken out. So, although I understand what Mr D and Miss P say, I'm not satisfied that they ought not reasonably have known their pet had long-term allergies that were likely seasonal in nature. I refer them to the various exerts I quoted in my provisional decision which make clear that their vet did discuss allergies with them on at least two occasions and that these were likely seasonal in nature. Reference was made to the medication prescribed being likely long term, so I don't think there's any ambiguity about the problem being isolated to these two instances.

Given what the clinical notes say, I'm not persuaded by Mr D and Miss P's vet's account either. It's clear that the pet was experiencing long term allergies that were considered to be seasonal. The gap in time before these reoccurred still doesn't persuade me the cause was different. And I have not seen any compelling evidence to support this. In the absence of any further compelling evidence, I am not persuaded that Mr D and Miss P's complaint should be upheld. Whilst I appreciate this will be disappointing for them, I hope I've provided them with a thorough explanation about why Intact were entitled to rely on the exclusion that is the subject of this complaint in the way that they have.

My final decision

For the reasons set out above, I don't uphold Mr D and Miss P's complaint against INTACT

INSURANCE UK LIMITED.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D and Miss P to accept or reject my decision before 30 December 2025.

Lale Husseini-Venn
Ombudsman