

The complaint

Mr H complains that Great Lakes Insurance SE have declined his claim unfairly.

What happened

In July 2019, Mr H became responsible for two cats through a cat protection company. One of the cats (cat A) had a special diet due to a hereditary gut condition, and Mr H was given medication to mitigate its effects.

During their registration appointment in August, the cats' general health conditions were discussed. It was acknowledged that the medication cat A was on was adequate. Based on this visit, Mr H says he was advised to take out insurance with pre-existing condition cover, so he researched and took out this policy, underwritten by Great Lakes, which includes cover for pre-existing conditions.

Shortly after, cat A became unwell. He underwent a procedure relating to his pre-existing condition which was successful. Following this, Mr H was advised to adjust cat A's medication and since then hasn't had any further issues.

Mr H made a claim for the cost of the procedure, but it was declined. Great Lakes explained his policy didn't cover him for any advice given in the past three months, and they concluded that the vet had given him advice in August when she told him to continue with cat A's medication.

Our investigator was initially of the opinion that Great Lakes hadn't acted fairly. He believed they should accept the claim as neither treatment nor advice were given during the visit in August. Great Lakes didn't agree and explained that the policy also didn't cover anything cat A was currently having treatment for, including any medications he may be receiving. As cat A had been on medication since May 2019, the claim wasn't covered.

Because of this, our investigator changed his view and let Mr H know that he felt Great Lakes had acted correctly in declining the claim.

Mr H disagreed. He explained that he wasn't asking Great Lakes to cover the medication, and that cat A wasn't receiving treatment, as his medication would never treat his issue, only manage it. He therefore felt the exclusions detailed in the policy could not be applied.

Because of this, the complaint was passed to me for review.

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.

It's for an insurer to decide which risks they wish to cover. Usually, pet insurance won't cover any pre-existing conditions, regardless of when they began. However some policies, like this one do. But they still have limits as to what they'll cover, and as long as the terms of the policy are clear, they can specify when they won't cover a pre-existing condition.

Mr H has a policy designed to cover pre-existing conditions, but it outlines which ones aren't covered. It says:

"Which pre-existing conditions are not covered?"

We cannot cover any illness or accident that has been diagnosed or that first occurred in the last 3 months.

We cannot cover anything your pet is currently having treatment for, or anything they have had treatment or advice for in the last 3 months.

This includes any medications that your pet may be receiving.

When your pet has not received treatment or advice for a condition for more than 3 months, and it is more than 3 months since it was first treated or diagnosed, it will be covered as a pre-existing condition.."

Initially, Great Lakes declined Mr H's claim on the basis he had received advice in the last three months. However, like the investigator, I don't think advice was given during the initial vet consultation. I understand the general health of each cat would need to have been discussed at this time, and the vet herself has said she only made a passing comment about the medication cat A was on at the time. So it's certainly arguable on whether we can say that advice was given.

However, the policy does also state that it won't provide cover for anything a pet is currently having treatment for. I understand that the medication cat A is on isn't going to "treat" its condition to the point it's cured, but that it's more for management. But it is treating the symptoms of the condition and is therefore seen as treatment. Because of this, I don't think Great Lakes are wrong in declining this claim.

Mr H is concerned that if this claim is declined, then any further ones relating to cat A's condition will be declined as well.

Cover for pre-existing conditions under this policy is given when a pet has not received treatment or advice for a condition for more than three months before the policy started. As cat A did have treatment within the three months before he took out the policy, it may be the case that future claims will be declined. Mr H says he bought this policy as he believed it would provide cover for the pre-existing condition, so he may wish to raise a new complaint should he believe the policy was mis-sold to him. He can contact our service to help him with this, or he can go direct to whoever sold him the policy.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask X to accept or reject my decision before 23 February 2021.

Danielle Padden
Ombudsman