

The complaint

Mrs K has complained about Great Lakes Insurance SE's handling of a claim on her pet insurance policy.

I've referred to Great Lakes throughout this decision even though when it provided its service it was operating under a trading name.

What happened

In October 2010 Mrs K took out a Great Lakes policy to cover one of her dogs. She had previously insured the dog with another insurer. In February 2021 Mrs K reported a problem with her dog's teeth. Her vets referred the dog to a specialist vet who treated the dog in June 2021.

Mrs K claimed on her policy for the cost of the treatment. Great Lakes turned down Mrs K's claim. It said her dog's dental issue had already existed when she bought her policy. And as the policy didn't cover pre-existing conditions, Great Lakes said that the claim wasn't covered. Mrs K complained about that and aspects of Great Lakes' service. In reply, it acknowledged that some of its service could have been better; it upheld those parts of Mrs K's complaint. But it felt its decision not to pay Mrs K's claim was the right one.

Mrs K brought her complaint to us. One of our investigators looked into it. He thought it was reasonable for Great Lakes to refuse to cover the claim for Mrs K's dog's lower teeth. But he thought it should have covered the costs of the vets' treatment for the upper teeth. So he said it should pay that part of the claim, subject to the remaining terms of the policy. He added that it should reimburse Mrs K for any payments she'd made towards that treatment and add simple interest to any sums reimbursed.

Mrs K accepted our investigator's assessment of the complaint but Great Lakes didn't. So it's 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'm going to partly uphold it.

In bringing this complaint Mrs K referred to a number of points. I've considered everything on file carefully. But in this decision I don't intend to refer to each and every event or issue. Instead I will focus on what I see as the key outstanding matters following our investigator's assessment of the complaint.

Mrs K's policy says it won't cover pre-existing conditions. And it defines a pre-existing condition as *"anything your pet has had treatment, medication or advice for in the last 24 months"*.

Mrs K made her claim around nine months after she bought the policy. When Great Lakes was looking into the claim, it noted her dog's vets had recorded, in August 2019 that they'd told Mrs K that two of her dog's lower front teeth were fractured. The vets noted they'd advised Mrs K to have the teeth removed or for her dog to be referred to a specialist. But Mrs K didn't go ahead with dental treatment at that time.

Great Lakes said the treatment Mrs K claimed for in June 2021 related to the same teeth her vets had given her advice about in August 2019. Great Lakes said that as the advice was within 24 months of her claim, the dental condition was pre-existing and not covered by the policy. So it turned down all of her claim.

I've looked carefully at the clinical notes from both Mrs K's usual vets and the specialist vet who did the dental work. Having done so I think it's clear that the specialist vet did treat the two lower jaw teeth that her usual vets had advised her about treatment for in August 2019. And as Mrs K policy defines a pre-existing condition as anything a vet had provided advice for in the previous 24 months, I think it was fair for Great Lakes to refuse to cover the treatment for those two lower teeth.

But the specialist vet didn't only treat two teeth in Mrs K's dog's lower jaw; she also treated two of the dog's teeth in the upper jaw. In the report of the treatment given, the specialist vet has clearly referred to treating four separate teeth. When describing that work she's used a numbering system commonly used in vets' practice for identifying the teeth treated. She carried out root canal work to three teeth: identified by numbers, 304, 404 & 108. She also took out (extracted) another tooth identified as tooth number 101.

I understand the teeth numbered 304 and 404 are what's known as lower canines; those are the teeth Mrs K's usual vets referred to in their August 2019 clinical notes. But the two other teeth, 101 and 108, are both found in the upper right quadrant of the dog's jaw. And I can't find any reference in the vets' notes to any treatment, medication, or advice given about those teeth prior to the referral to the specialist vet in 2021.

So, I don't think the issues concerning the two upper teeth, numbered 101 and 108, were pre-existing. It follows that I don't think it was fair for Great Lakes to refuse to cover the cost of the treatment for those two upper jaw teeth. As such, Great Lakes should cover the cost of the treatment for those teeth now, subject to the remaining terms and excesses of the policy. And, if Mrs K has already paid any part of the costs of that treatment (for the upper jaw teeth) then it should reimburse her and add simple interest to the amount reimbursed as set out below.

My final decision

For the reasons set out above I partly uphold this complaint. I require Great Lakes Insurance SE to cover the costs of Mrs K's claim for the treatment to her dog's upper jaw teeth – identified by the specialist vet as teeth number 101 and 108, subject to the remaining policy terms. If Mrs K has already paid any of the costs for the treatment to those upper teeth Great Lakes should reimburse her the sum(s) paid and add simple interest to the amount reimbursed, at a rate of 8% a year, from the date Mrs K paid those sums to the date it reimburses her¹.

¹ If Great Lakes considers that it's required by HM Revenue & Customs to take off income tax from that interest, it should tell Mrs K how much it's taken off. It should also give her a certificate showing this if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 11 March 2022.

Joe Scott
Ombudsman