

## **The complaint**

Miss B complains about Great Lakes Insurance SE's ("Great Lakes") decision to decline her pet insurance claim.

## **What happened**

Miss B took her pet dog to the vet for first vaccinations and a general health check in November 2021. Miss B says during this consultation the vet noticed some bite marks and mentioned mites and suggested this might be possible skin acne. Miss B says the vet prescribed medication and, during the next visit, it was noted the area was responding to the medication. Miss B then took out a policy in December. Miss B says her pet dog continued to have regular checks, and during a consultation in early 2022, the vet suggested carrying out a biopsy. This procedure wasn't then carried out until early 2023 and a diagnosis of colour dilution alopecia followed. Miss B made a claim for the costs incurred for this procedure, but this was declined by Great Lakes on the basis it related to a pre-existing condition. So, Miss B complained about Great Lakes' decision and their delay in responding to her claim.

Great Lakes responded and explained cover had been declined as the condition being claimed for was pre-existing, and therefore not covered by the policy. They referred to their policy definition of pre-existing and said the condition Miss B was claiming for, was evident prior to the start of the policy and there hadn't been a 24-month period without treatment, medication or advice prior to the claim.

Our investigator looked into things for Miss B. He thought Great Lakes hadn't acted unfairly in declining the claim and also hadn't delayed in dealing with the claim. Miss B disagreed so the matter has come to me for a 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.

Having done so, I've decided not to uphold the complaint. I understand Miss B will be disappointed by this but I'll explain why I have made this decision.

My starting point is Miss B's pet insurance policy booklet. This sets out the terms and conditions and says Great Lakes won't pay for any costs relating to pre-existing conditions. It defines 'pre-existing condition' as "*...anything your pet has had treatment, medication or advice for in the 24 months before your policy starts. We consider advice to include anything a vet observed and recorded in your pet's clinical history.*"

The policy then goes further and, under the heading 'Important things you should be aware of', it says, "*Pre-existing conditions are a common cause of claims being turned down in this section. We can cover these conditions at any time after joining...as long as 24 months have passed since they last received treatment, medication or advice...*"

The dispute here relates to whether it's fair for the condition being claimed for, to amount to a pre-existing condition. I should stress that I am not a vet and nor do I have specialist

veterinary knowledge, so when considering such complaints, I take into account what the clinical notes show and the opinion of the experts. And that's what I've done here.

The clinical notes show Miss B's dog went for first vaccinations and a health check on 9 November 2021. The notes say Miss B's dog, *"Has a few scabs around body, breeder told [Miss B] that is from play fighting. On exam, a few little papules and very small alopecic spot all over skin, skin otherwise not inflamed or sore. Looks more like possible recovering from mites? Advise easecto tablet as treats mites as well just in case."* There's a further visit on 23 November for another set of vaccinations and the notes say, *"[Miss B] reports no problems since last seen, bite marks have started to grow fur over, only one single spot on head still...so continue with easecto..."*

There's another visit on 7 December for vaccinations and the notes say, *"On exam...skin on the back of the neck slightly bald, has got better since last time I saw her 4 weeks ago, the alopecia was more extended towards legs and caudal dorsum as well, and there were a few spots on belly. Advise if demodicosis, to give another easecto tablet and wait a couple of weeks, if no better-skin scrapes next."* There's a further visit on 14 January 2022 where the vet notes, *"hair very sparse around body. little pimples/postules around head and sparse hair. taken cytology from small postule to have a look at."* It's agreed the vet will discuss this with other vets and will contact Miss B. The vet then calls Miss B and notes *"After speaking to dermatologist, very suspicious of colour dilution alopecia.adv life long and non-reversible. can lead to sparse hair, dry skin, secondary bacterial infections/folliculitis...adv consider biopsy to confirm but as happy then perhaps no need to do at this point."*

The clinical notes show a further visit on 16 February where the vet notes *"Patches of alopecia on dorsum completely resolved, but still a few one on top of head and neck, and ventral area (neck/chest/adb) almost completely alopecic...Discuss skin biopsies-unlikely something that can be medically treated, but would likely give us a diagnosis."* There's a further visit on 8 June where the vet notes, *"...still seeing dry and flaky skin around head, improved lots from where it was previously but [Miss B] wondering if anything more can be done before biopsy/skin scrapes...[Miss B] also mentioned sister from another litter (same mum and dad) recently been diagnosed with colour dilution alopecia."* There's a visit on 26 August where the notes say, *"[Miss B] would like skin biopsies from ventral neck and around ears as lack of fur around these areas."*

There's then a discussion about the biopsy procedure in December, and this then takes place in February 2023. The observations made at the time say *"...areas of skin problems evident on exam, particularly behind ears, papules on top of head and extensive alopecia in axilla regions..."* Around a week later, the clinical notes refer to the diagnosis as *"Follicular atrophy with melanin clumping with pigmentary incontinence-colour dilution alopecia."* The notes go further and say *"...this appearance in a colour diluted...dog with a history of early-onset alopecia is consistent with a diagnosis of colour dilution alopecia. Colour dilution alopecia is seen in the colour diluted breeds, and usually presents between four months and three years of age in most cases. There is a gradual onset of a dry, dull and brittle poor quality hair coat. Hair shafts fragment and hair regrowth is poor with a progressive, partial, patchy alopecia that proceeds to more complete hair loss."*

Under guidelines issued by their regulatory body, all vets are required to take the utmost care when writing records to ensure they are clear and accurate. It is therefore reasonable for an insurer to rely on the clinical notes as being a true and accurate representation of what was seen and heard at the time of each consultation. The clinical notes are a contemporaneous account of Miss B's dog's clinical history.

So, taking the clinical notes into account, I don't think it's unreasonable for Great Lakes to take the view the claim relates to a pre-existing condition. I say this for a number of reasons.

The notes for the visit on 9 November 2021 refer to alopecia, and the claim relates to a procedure undertaken following which a diagnosis of colour dilute alopecia was made. I accept there's no definitive diagnosis of colour dilute alopecia made during the initial visit, but it's clear the vet carried out an examination and observed a condition which they've described as a "*small alopecic spot*". The clinical notes show the alopecia does then become progressively worse with the vet observing during later consultations that it has extended and then the ventral area being completely alopecic.

I think these points are relevant here because the vet, in their comments following the diagnosis, refers to Miss B's dog having "*a history of early-onset alopecia*" and also says colour diluted alopecia "*usually presents between four months and three years of age in most cases.*" The observations made by the vet during the visit on 9 November 2021 are consistent with this, and I believe this demonstrates an early onset of the condition. I acknowledge Miss B's dog at the time of that visit was around two months in age, and the vet commenting on the diagnosis refers to this condition presenting itself between four months and three years of age. But the vet refers to this being in most cases – not all cases. And I haven't seen any evidence this condition won't ever present itself prior to four months in age. The vet commenting on the diagnosis also refers to there being a "*gradual onset*" of symptoms and the condition being "*progressive*". And the clinical notes demonstrate that being the case here.

I can see Miss B has provided an opinion from two of the treating vets. The vet who examined Miss B's dog at the initial consultation says, "*I saw [Miss B's dog] for her primary vaccinations, and I noted that she had a few small skin areas affected by papules and alopecia that I thought they were caused by resolving mange/skin mites, and that got much better after a few weeks and mange treatment. I did not think that this could be due to colour dilution alopecia, as it is a condition that cannot be diagnosed that early in life. I strongly believe [Miss B's dog's] small alopecic lesions when she was a puppy are not related with current colour dilution alopecia condition.*"

I have taken the vet's opinion into account here, and I note the vet says colour dilution alopecia cannot be diagnosed that early in life. While it may not have been possible to diagnose the condition at the point Miss B's dog was two months in age, that doesn't mean there were no early signs of the onset of this condition. It's clear from the clinical notes the same vet, who provided this opinion, observed the presence of something which they, in their professional opinion, describe as a "*small alopecic spot*". So, while I do take into account the point about early diagnosis not being possible, the policy terms and conditions don't require there to have been a formal diagnosis for a condition to be treated as pre-existing. The policy says Great Lakes consider advice to include anything a vet observed and recorded in a pet's clinical history. And given that the treating vet has observed and recorded the presence of alopecia in the clinical notes, I can't say Great Lakes have acted unreasonably in applying the pre-existing exclusion here. I'm further persuaded it's not unreasonable for Great Lakes to treat the condition as pre-existing as the clinical notes record an entry from the same treating vet on 7 December 2021 referring to Miss B's dog's skin on the back of her head being slightly bald and that it had got better since the last time the vet saw her four weeks ago. This appears to be a reference to the visit on 9 November and supports the note made on 9 November about the presence of alopecia. Miss B has also provided an opinion from another vet, who says, "*When [Miss B's dog] was seen by my colleague, in November 2021, it was noticed she had a few scabs on her body. These were never diagnosed as a skin complaint, but [Miss B's dog] was given a tablet containing Sarolaner, in case the scabs were attributable to ectoparasites. When [Miss B's dog] was seen two weeks later, it was noted that the 'small patch' of alopecic skin had fur growing over it. Based on the diagnosis of 'colour dilution alopecia' made in February of 2023, it cannot be concluded that this is what was being seen in November 2021. 'Colour dilution alopecia' is associated with a normal-looking hair coat at birth, and the clinical signs*

*begin to manifest at six months of age, or older, which means that [Miss B's dog] was too young at the time of first vaccination for this to be the cause of the changes noted."*

I have taken this opinion into account also. But I'm more persuaded by the evidence in the clinical notes as these are a contemporaneous account of what was seen by the vet at the time. The vet who has provided this opinion is the same vet who provided the comments following the diagnosis – and for the reasons I've mentioned above, I believe the clinical notes are consistent with the comments made by the vet following the diagnosis about the onset and progressive nature of the condition.

The vet also makes reference to the clinical signs first appearing at six months of age or older. I can see Miss B also says colour dilution alopecia presents after a dog is six months old, and she says in this case this condition was suspected in December 2022. I have carefully considered the vet's and Miss B's points here, but I'm not persuaded colour dilution alopecia only presents after a dog is six months in age. I say this because the clinical notes show during the visit on 7 December 2021 – when Miss B's dog is around three months in age – there's reference to alopecia but also a discussion around skin scrapes, which is a procedure which was used at the time of the biopsy. Also, following the visit on 14 January 2022 – when Miss B's dog is around four months in age – the treating vet called Miss B to discuss their findings. And the clinical notes show the vet had consulted with a dermatologist and they suspect the condition could be colour dilution alopecia and to consider a biopsy. There's no reference here to the vet or dermatologist ruling out the possibility of it being this condition on the basis Miss B's dog isn't six months in age.

I can see Miss B says the clinical notes for the visit on 9 November 2021 shows her dog was treated for puppy bites and mites. She says the bites and marks, which would show as lack of hair around the bitten areas, responded well to the medication and healed completely. Miss B says alopecia wasn't present at this time as the vet refers to her dog's hair growing back. I agree the clinical notes for the initial visit refer to scabs around Miss B's dog's body which the breeder explained to Miss B was as a result of play fighting. And the notes for the visit on 23 November refer to the bite marks starting to grow fur over. But I'm not persuaded the reference to alopecia in the notes for the initial visit is in reference to this. As I've mentioned, the visit on 7 December refers to alopecia again and also about slight balding which has improved since the visit four weeks before. This suggests balding had been observed during the initial visit – and that's supported by the clinical notes.

Taking all the information into account, I'm more persuaded the condition which is subject of the claim was pre-existing in the 24 months prior to the policy starting. And, on that basis, I can't say Great Lakes have acted unreasonably in declining the claim based on the pre-existing condition exclusion.

### *Claims handling*

I can see Miss B says the claim was referred to Great Lakes on 14 February 2023 by email, but this was ignored until Great Lakes' email on 29 June following a call from the veterinary practice to chase progress. Great Lakes say they've searched their system and can't find any record of the claim being made in February 2023. Great Lakes say they've found a record of Miss B making a call in March to ask about the claim and they explained they hadn't received a claim from the veterinary practice. They say the veterinary practice then emailed the information to them on 28 March rather than submitting a claim using their online portal process. Great Lakes say this wasn't seen by their team until 29 June when the veterinary practice contacted them to chase progress. Great Lakes say it's likely the email was missed as it wasn't linked to any claim and was sent at a time when they'd received a significant volume of emails.

The policy terms and conditions set out the steps to take when submitting a claim. This refers to using Great Lakes' online portal or calling their claims team. There's no dispute the veterinary practice didn't initially use either of these methods, and Great Lakes say there's no evidence it was received by email. An email is then sent in March but again this claim submission method isn't in line with the methods set out by the policy terms and conditions. I acknowledge this email was received though but I can't say Great Lakes have delayed in providing a claim response as the claim hadn't been submitted through the online portal or by phone. That said, once the veterinary practice chased and brought the email to Great Lakes' attention, a claim decision was sent promptly. So, taking this all into account, I can't say Great Lakes have acted unreasonably here.

### *Pricing complaint*

I can see Miss B has concerns about the price of her policy. I can't see this has been raised with Great Lakes as a formal complaint, or that they've been given an opportunity to respond. So, in the first instance, Miss B will need to raise this with Great Lakes before our service is able to look into this.

I understand Miss B will be disappointed, and I do acknowledge it's been upsetting and worrying for her while her pet dog was developing a condition, and she was then left frustrated when Great Lakes declined her claim. But my role here is to decide whether Great Lakes have acted fairly and reasonably in declining the claim – and from the information I've seen, I think they have. I wish to reassure Miss B I've read and considered everything she has sent in, but if I haven't mentioned a particular point or piece of evidence, it isn't because I haven't seen it or thought about it. It's just that I don't feel I need to reference it to explain my decision. This isn't intended as a discourtesy and is a reflection of the informal nature of our service.

### **My final decision**

For the reasons I have given, it is my final decision that the complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 11 March 2024.

Paviter Dhaddy  
**Ombudsman**