

The complaint

Miss H has complained that Great Lakes Insurance SE declined a claim she made under her pet insurance policy. She has also complained about the service she received.

What happened

Miss H made a claim for the removal of her dog's anal glands. I'll refer to her dog as A.

Her policy states that *'If a vet recommends treatment for your pet, we will pay the cost of that treatment'*.

Following an anal gland infection in March 2022 A had ongoing issues with his anal glands. A's vet recommended the removal of the glands in October 2023 and the surgery to remove them took place in November 2023.

Miss H raised a claim with Great Lakes who requested A's medical information. Great Lakes declined the claim on the basis that it was routine or preventative surgery and there wasn't an infection of A's anal glands at the time. So Great Lakes applied a policy exclusion which says:

'We will not pay for any routine or preventative healthcare, for example, vaccinations, tick, worming and flea treatment, grooming and nail care, spaying and neutering'.

Unhappy Miss H provided further information from her vet. The vet confirmed that A was required to have his anal glands removed because they were causing him ongoing discomfort and even with regular emptying every three weeks he was getting no relief.

The vet said that his anal glands were inflamed and A was becoming increasingly anxious about expressing them as they were obviously sore. The vet confirmed that A had not had any issues since the gland removal, confirming removal that anal gland sacculitis was the underlying cause of A's pain and discomfort.

Great Lakes didn't think that that was reflected in A's medical history and continued to decline the claim. It did recognise that there had been delays in assessing the claim and offered Miss H a small monetary payment.

Miss H referred her complaint to our service. Our investigator recommended that it be upheld. He didn't think that Great Lakes had shown that A's treatment was for routine or preventative healthcare.

He also concluded that there were around four months of delays during Miss H's claim which would have caused Miss H distress and inconvenience. He recommended that compensation be paid to her in the sum of £200.

Miss H accepted the investigator's conclusion, but Great Lakes didn't respond.

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.

I've summarised the background to this complaint - no discourtesy is intended by this. Instead, I've focused on what I find are the key issues here. Having done so I agree with the conclusions reached by the investigator for the following reasons:

- The relevant regulator's rules say that insurers must handle claims fairly and that they mustn't turn down claims unreasonably. So I've considered, amongst other things, the terms of the insurance policy, relevant regulatory rules and guidance, and the available veterinary evidence, to decide whether I think Great Lakes has treated Miss H fairly.
- It is for Great Lakes to show that the exclusion to cover applies. In the present circumstances I'm not persuaded that it has done so. Great Lakes said that the removal of the anal glands would be classed as preventative as there were no signs of previous infections. I find that this is at odds with the evidence from A's vet. Although the medical notes don't specifically refer to anal gland sacculitis, they clearly show a substantial history of issues with the glands – the anal sacs requiring regular emptying. The vet wrote that surgical removal was the only feasible option. In these circumstances I'm satisfied the vet recommended treatment should have been covered.
- Great Lakes accepts that there were delays in progressing the claim and that it went outside its expected processing time frames. It has offered compensation but given the trouble and inconvenience Miss H experienced I'm satisfied a total payment of £200 in compensation is merited.
- For the reasons given I don't find that that Great Lakes treated Miss H fairly when it declined her claim for A's treatment.

My final decision

My final decision is that I uphold this complaint. I require Great Lakes Insurance SE to:

- Settle Miss H's claim in line with the policy terms, but without relying on preventative or routine exclusion
- Pay 8% simple interest on the settlement amount from one month after the claim was raised until settlement
- Pay Miss H a total of £200 in compensation, it can deduct any compensation already paid in relation to this claim

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 14 October 2024.

Lindsey Woloski
Ombudsman