

The complaint

Mrs G complains that Great Lakes Insurance UK Limited ("Great Lakes") unfairly declined a claim on a pet insurance policy.

What happened

The subject matter of the insurance, the claim and the complaint is a dog, born in 2015.

From 22 August 2023, Mrs G had the dog insured on a policy under which Great Lakes was responsible for dealing with any claim.

In May or June 2024, Mrs G made a claim for the cost of surgical removal of a mass from the dog's eyelid.

Much of the complaint is about acts, omissions and communications of claims-handlers and others. Insofar as I hold Great Lakes responsible for them, I may refer to them as acts, omissions and communications of Great Lakes.

Great Lakes declined the claim, saying it arose from a pre-existing condition that the policy excluded.

Mrs G complained to Great Lakes that it should cover the claim.

By a final response dated 5 July 2024, Great Lakes turned down the complaint.

Mrs G brought the complaint to us without delay.

Our investigator didn't recommend that the complaint should be upheld. He thought that Great Lakes declined the claim fairly in line with the terms of the policy.

Mrs G disagreed with the investigator's opinion. She asked for an ombudsman to review the complaint. She says, in summary, that an agent advised her of information that she should be able to trust is correct.

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.

From an earlier veterinary history, I've seen that in February 2019, a vet noted the mass on the dog's eyelid.

From a later veterinary history, I've seen that in late January 2023, a vet advised surgical removal and gave an estimate of cost.

The policy started in August 2023. The policy terms had exclusions including the following:

“General policy exclusions...

F. We will not pay for any loss, damage, cost or expense directly or indirectly caused by or arising from:...

11. Pre-existing Conditions

Any Pre-existing Condition unless declared to Us and accepted by Us in writing.”

As a vet had noted the mass in February 2019 and a vet had advised surgery in January 2023, it's clear that it was (in normal language) a pre-existing condition in August 2023.

Nevertheless, I've checked the policy definition of “Pre-existing Condition” which was as follows:

“1. Any Condition for which Your Pet has been subject to examination, consultation, advice, tests, X-rays, medication, surgery, nursing or other care provided by a Vet in the 24 months prior to the Cover Start Date or within the Waiting Period including in relation to:

a. Changes in Your Pet's health or behaviour; or

b. Existing physical abnormalities; or

c. Existing Illnesses or injuries; or

d. Existing Illnesses, injuries or physical abnormalities which lead to other health issues or injuries; or

e. Illnesses or injuries which are medically linked to existing Illnesses, injuries or physical abnormalities; and

f. Changes in Your Pet's health, behaviour or Symptom that You haven't yet seen a Vet about; and

2. Any ongoing Condition or Symptom, that was diagnosed over 2 years ago, that You may not have needed to see a Vet about in the 24 months prior to the Cover Start Date, or within the Waiting Period, e.g. diabetes controlled by diet.”

That last point meant that a condition could be within the definition notwithstanding that the owner had not needed to see a vet about it in the two years prior to the start of cover under the policy.

I'm satisfied that the mass was - in August 2023 - within the policy definition of “*Pre-existing Condition*”.

I haven't seen enough evidence to show that – in August 2023 - Mrs G declared the mass to Great Lakes or that Great Lakes accepted it in writing.

From an invoice, I find that a vet removed the mass on about 24 May 2024.

From its file, I find that Great Lakes declined the claim on 20 June 2024.

From her screenshots and its file, I find that Mrs G had an online live chat with Great Lakes on 22 June 2024. That included a comment from the agent as follows:

“I agree with you, if non of the questions have changed from No then the cover should be valid”

However, I don't consider that anything said during an online chat at that time could change the fact that there had been a pre-existing condition that the policy excluded. In any event, Mrs G had already incurred the vet's invoice.

As the claim arose out of a pre-existing condition, I don't consider that Great Lakes treated Mr G unfairly by declining her claim or by its final response. I don't find it fair and reasonable to direct Great Lakes to meet the claim or to do any more in response to this complaint.

My final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct Great Lakes Insurance UK Limited to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 20 February 2025.

Christopher Gilbert

Ombudsman