

The complaint

Mrs N has complained that Great Lakes Insurance SE unreasonably and unfairly declined her claim for vet fees under her pet policy.

What happened

Mrs N bought her policy for her dog to start on 8 December 2020. She made several claims for vet fees concerning her dog's ears and latterly her dog's skin issues.

Great Lakes initially decided the ear conditions were pre-existing and because Mrs N's dog clearly had ear issues before the policy started and had not managed a 24-month period of no vet treatment or history for these issues since the policy began. It then decided the ear and skin conditions should be deemed a pre-existing condition under her policy.

Mrs N then brought her complaint to us. Great Lakes said she brought her complaint to us out of time, and it didn't consent to us looking at it. So that meant it was possibly out of our jurisdiction. Ultimately another ombudsman looked at this jurisdiction element of the complaint and decided the claims for vet fees from 14 December 2022 to 4 January 2023 is actually in our jurisdiction, as Mrs N brought that part of her complaint to us in time.

Consequently, the investigator investigated this part of Mrs N's complaint and upheld it. He was of the view that any ear claims were pre-existing but thought that some of this claim related to the dog's skin condition. He didn't think the skin condition was pre-existing, so he upheld that part. He also thought that Great Lakes should pay Mrs N £150 compensation.

Initially Great Lakes didn't respond to the investigator's view, so the complaint was prepared for a decision. Just recently Great Lakes did respond. It attempted to clarify the relevant claim references and invoices references and said it confirmed wrongly that the claim for vet fees from 14 December 2022 to 4 January 2023 was for skin issues, which it believes progressed from the original ear issues.

However then Great Lakes contradicted itself and said the ears and skin issues appear connected as they are part of the same medical condition – atopic dermatitis but that the skin issue didn't present until August 2023 when an underlying allergy became a reasonable explanation for the dog's recurrent ear infections. It said it had sent clinical research back in July 2024 and wondered had it been reviewed in full. So, it believes it's more prudent to maintain the claim should be declined.

On this basis Mrs N's complaint was passed to me to decide.

I issued a provisional decision on 4 March 2024, and I said the following:

'Having done so, I'm not intending to uphold this complaint, except for compensation. I'll now explain why. I also understand and appreciate that Mrs N will be extremely disappointed.'

I have found Great Lakes presentation of their stance in this particular complaint to be unnecessarily jumbled. It appears to have failed to notice the Jurisdiction Decision which clearly limits consideration of this matter for treatment costs between 14 December 2022 to 4 January 2023 specifically ending in claim number 7866. This is the only claim that I can consider in this decision. I asked for the claim form, vet history and Great Lakes' consideration for this claim, but it said another entity did the claims management of this claim and that it can access nothing but the final response letter it disclosed.

This was singularly unhelpful to me and to Mrs N and lacking in any cogent professional practice also. And it has caused a significant delay for this service in progressing with the matter, which has obviously affected Mrs N. All that appears available for me to consider for this claim is a photograph of the referral vet invoice plus the original declinature letter of 6 March 2023 which it appears Great Lakes didn't know it had disclosed to us previously. But I haven't seen the claim form, nor any supporting referral vet evidence and more importantly Great Lakes' notes in discussing the claims for treatments between these two dates. Nonetheless some of this appeared available to Great Lakes initially but it has failed to be able to obtain the relevant information now.

So, in order to be very clear on the matter, in this decision, I am looking at the claim for vet fees from 14 December 2022 to 4 January 2023. Therefore, whatever occurred in August 2023 as regards any skin issues, as Great Lakes has now so recently detailed, is irrelevant to the situation in December 2022 and January 2023 and Great Lakes' decision to refuse to pay that claim for Mrs N. So, Great Lakes has unnecessarily confused the matter even further, most disappointingly. Mrs N also confirms the skin issues happened after the claims for vet costs from 14 December 2022 to 4 January 2023.

In order to unravel the matter, it's necessary to look at the vet history.

Ear complaints

From the vet history it's clear to me that Mrs N's dog suffered from right ear Otitis externa on 24 September 2020. And bilateral Otitis externa on 1 December 2020. Cover with Great Lakes started on 8 December 2020.

The policy defines pre-existing as:

- *'When we say "pre-existing condition" we mean*
 - *Anything your pet has had treatment, medication or advice for in the 24 months before your policy starts.*
 - *Any condition that showed signs or symptoms in the 24 months before your policy starts and didn't receive treatment, medication, or advice.*
 - *Any illness or injury that shows signs or symptoms and/or receives treatment, medication, advice during a waiting period.'*

Clearly Mrs N's dog has an ear condition in both ears within the 24 months before the policy started, therefore under these policy terms this means the dog's ear condition is pre-existing.

The policy provides the following cover for pre-existing conditions:

'Pre-existing conditions are a common cause of claims being turned down in this section. A pre-existing condition is anything that shows signs or symptoms or received treatment, medication or advice before or during the waiting period. We cover these conditions after the waiting period, as long as 24 months have passed since they last received treatment, medication or advice. We consider advice to include anything a vet observed and recorded in your pet's clinical history. Once we cover a pre-existing condition, we will continue to cover it as long as you renew your policy each year.'

According to the vet history for Mrs N's dog she suffered the following after Great Lakes' policy started on 8 December 2020:

- 16 December 2020 - left ear inflamed,
- 22 July 2021 - ears with small amount of wax and mild erythema,
- 12 April 2022 – ears with erythema superficial canal bilaterally,
- 26 September 2022 – bilateral moderate otitis,
- 15 October 2022 – left ear erythemic, thickened,
- 2 November 2022 – left ear sore and inflamed, right ear otitis and waxy.

Therefore, I am of the view that according to the policy terms and conditions of this policy, Mrs N's dog had a pre-existing ear condition and she had at least six incidences of ear issues noted in the 24 months after the policy started. Therefore, from 8 December 2020, the dog's ear issues could not be covered until 24 months of no treatment to include issues a vet merely '*observed*.'

Mrs N's claim for the period 14 December 2022 to 4 January 2023

Great Lakes declined this claim for £3,565.48 on 6 March 2023 which it described as vet treatment for inflammation of the ear. It said it was pre-existing. It identified the claim was for the dog's treatment with a referral vet for otitis. The dog had a CT exam of her ears. Easotic drops, Marbocare and Predindale tablets were prescribed to treat this.

The photographs of the referrals vet's invoices for 14 December 2022 and 4 January 2023, reflect the contents of the declinature letter of 6 March 2023.

This claim does not appear to include anything relating to the skin save for the skin in the dog's ears. A CT scan was done on the ears and the medication prescribed is solely for ear issues.

Therefore, I consider the claims for vet treatment within the dates I am permitted to decide, involved treatment for the dog's ears. I am merely limited to this time period only and therefore cannot concern myself with the development of skin issues later on in 2023. Sadly, for Mrs N it's very clear to me that her dog's ear issues are indeed pre-existing so therefore these referral vet fees for invoices dated 12 December 2022 and 4 January 2023 would fall within that. Therefore, I consider that Great Lakes didn't do anything wrong in declining to pay these claims given the terms and conditions of the policy.

The matter is further complicated by the fact that Mrs N has told us Great Lakes paid the invoice dated 4 January 2023 which was for the follow up referral vet appointment. Regardless of what the true situation is, I consider that if Great Lakes

paid this it should remain paid, and that Great Lakes would have no ability to ask for that to be refunded on the basis of this decision.

Compensation

However, I consider the lack of the claim form plus the relevant vet history and Great Lakes thoughts pertaining to these claims, significantly confused matters and was exceptionally unhelpful and unsatisfactory to Mrs N and indeed this service in trying to sort this matter out. Latterly the constant references to skin issues by Great Lakes which didn't occur until later in 2023, also further confused matters. This caused undue delay and indeed confusion to Mrs N which is against all proper claims management protocols.

I consider Mrs N and indeed any claimant should expect their insurer to keep their claim, evidence for that claim, and thoughts and decision on that claim, safe in accordance with the relevant data protection principles, more so when a consumer complains and ultimately refers the matter to us. This clearly didn't happen here. Great Lakes further delayed responding to us repeatedly which ensured further delay for Mrs N at repeated intervals.

I consider this to be extremely poor customer service for which Mrs N should receive compensation. Given this, I consider that Great Lakes should pay Mrs N the sum of £450 compensation. This is in line with our stance on compensation which is more fully detailed on our website. This is compensation to Mrs N for Great Lakes' delay in clarifying matters and indeed the confusion it caused by constantly mentioning skin issues which weren't evident at the time of this claim. It is also for compensation to Mrs N for failing to keep her claims evidence and indeed its own investigations into her claim available.'

Great Lakes agreed with my provisional decision.

Understandably, Mrs N didn't.

She said she went to the trouble of responding to all our requests for further information in the time limits we gave her.

She quoted the investigator's view which dealt with vet evidence which supported her complaint and doesn't understand why I have changed that. She believes her dog had developed an allergy which caused all her dog's ears and later skin issues. And she believes her dog developed this allergy when insured by Great Lakes so why isn't it covered.

She said she wanted the jurisdiction decision decided by another ombudsman looked at again. She explained she missed the 6-month deadline for bringing her complaint to this service due to her mental ill health and she believes we didn't take account of the Equality Act 2010.

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 again, I remain of the view that I'm only upholding this complaint for compensation.

I have no remit, nor any authority to revisit the jurisdiction decision which was made by another ombudsman. No other ombudsman in this service can review another ombudsman's decision in this way, given the rules under which we operate. So, I'm afraid the ombudsman's decision that Mrs N brought some of her complaint out of time, is not something I or indeed anyone else within this service can look at again.

Whilst I appreciate Mrs N's experience working with insurers involved in providing medical insurance to human beings, I'm afraid that isn't relevant for the purposes of Mrs N's claim for vet fees as regards her dog's treatment under the policy Mrs N bought from Great Lakes. My role is to see whether Great Lakes adhered to the terms and conditions of its policy in relation to Mrs N's claims. The terms and conditions of any other type of policy is not at all relevant.

So, it's only the terms and conditions of Great Lakes' policy which can be relevant here. Pet insurers commonly exclude conditions which occurred before the policy start date and Great Lakes is no different. So, this isn't an unusual issue throughout pet insurance for vet fees. It remains that for Mrs N's claim for vet fees between 14 December 2022 and 4 January 2023 contained vet costs for issues concerning her dog's ears. It further remains these ear issues were pre-existing as the vet history shows. Sadly, for Mrs N, the vet history also shows that her dog didn't have a 24-month period after the policy start date with no instances of ear issues so as to permit the pre-existing ear issues to be capable of being covered under Great Lakes policy. Therefore, it remains that Great Lakes is entitled to refuse to cover these fees. As I noted in my provisional decision, Great Lakes appeared to have paid the fees for the claim of 4 January 2023 and I continue to be of the view that these should remain as being paid to Mrs N. Great Lakes in accepting my provisional decision have now agreed to this too.

I also remain of the view that Great Lakes' lack of documentary evidence caused an unreasonable level of confusion as to its stance on the matter, which culminated in extremely poor customer service for Mrs N. It also didn't keep documents relating to Mrs N's claims available. Therefore, I remain of the view it should pay Mrs N the sum of £450 compensation. It should be noted that as Great Lakes agreed to my provisional decision it has also agreed to this too.

My final decision

So, for these reasons, it's my final decision that I uphold this complaint for compensation only.

I now require Great Lakes Insurance SE to pay Mrs N the sum of £450 compensation for the unreasonable delays and confusion it caused when Mrs N referred her complaint to us.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs N to accept or reject my decision before 14 April 2025.

Rona Doyle
Ombudsman