Financial Ombudsman Service

The complaint

Mrs K complains that Great Lakes Insurance UK Limited declined a claim on her pet insurance policy.

What happened

Mrs K had a pet insurance policy for her dog which ended on 14 May 2024. She took out a new policy, underwritten by Great Lakes, with cover starting on 15 May. On that day, she took her dog to the vet because he was unwell and had been vomiting.

Her dog needed treatment and she made a claim on the policy for the treatment costs, but the claim was declined. Great Lakes said the illness had started on 14 May 2024, the day before the policy started, and pre-existing conditions are not covered. Mrs K complained, saying her dog only became ill on 15 May, but Great Lakes didn't change its decision.

Our investigator said the clinical notes and other evidence from the time showed Mrs K's dog had become ill before the policy started, so it was fair to decline the claim.

Mrs K had also said she was told as long as she had continuous cover – which she did – any existing conditions would be covered. The investigator said the policy did allow claims where there was no break in cover between the previous policy and this policy, but that only applied to conditions starting in the first 14 days, not pre-existing conditions.

Mrs K has requested an ombudsman's decision. Amongst other things, she says:

- She ensured there was continuous cover, with her new policy starting immediately when the old one ended, and the 14 day waiting period doesn't apply if she had no break in cover.

- This wasn't a pre-existing condition, as her dog only became ill on 15 May 2024.

- It would have been impossible for her to declare this condition when she bought the policy so it's unfair to rely on the exclusion for pre-existing conditions.

- In her circumstances, the continuous cover provided by the policy conflicts with the exclusion for pre-existing conditions, creating a situation that can't be reconciled. By rejecting this claim, Great Lakes is suggesting the pre-existing conditions exclusion prevails over the continuous cover provision.

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.

The relevant industry rules and guidance say insurers must deal with claims promptly and fairly, and not unreasonably reject a claim.

No insurance policy will cover every risk that might arise. It's for insurers to decide what risks they want to accept, and insurance is always subject to terms and conditions that limit the insurer's liabilities to a policyholder.

The policy covers vets' fees but there are exclusions for pre-existing conditions, and for any conditions that start in the first 14 days of cover:

"We Don't Cover:

1. *The cost of any treatment for a condition or symptom that started in the waiting period or before the policy began.*

2. *Any pre-existing condition you have not declared."*

The exclusion for something that starts in the first 14 days won't, however, apply if the policyholder had previous insurance with similar cover, and there is no gap in cover:

"We won't pay any claims for: -

- *Any symptom or illness within the first 14 days after the cover start date…*

The waiting period won't apply if you have previous insurance with no gap in cover."

The terms are set out clearly and the effect of these is that Mrs K is not covered for any illness or condition that was present before the policy started. But as she had a previous insurance policy with similar cover, there would be cover for something that started in the first 14 days of cover.

The crux of the matter is whether the condition that was claimed for was present before the policy started – in which case, it's not covered – or during the first 14 days of the policy – in which case it would be covered. I've considered this carefully.

The clinical notes from 15 May 2024 say Mrs K's dog had been vomiting/regurgitating "*since 5pm yesterday*" and "*when o came home at 5pm yesterday vomited 2 pools… v hungry later so fed small amount but then vomited 4 more…o/n.*)

Mrs K also confirmed this herself in an email where she said, "*In response to your request for more information, the first symptoms were seen on the evening of the 14th, and worsened on the morning of the 15th*".

Mrs K later sent another email saying she had checked an exchange of messages she had with her husband on the evening of 14 May and she hadn't referred to her dog being sick until the early hours of 15 May. This is different from what's recorded in the clinical notes and in the first email Mrs K sent. I find the other evidence more persuasive. The clinical records are a record that was made at the time, based on what Mrs K told the vet, and they are corroborated by the email Mrs K sent.

On balance, I'm satisfied the evidence shows the dog became ill on 14 May. So it's not something that started in the first 14 days of the policy – it had already begun before the policy started. As a pre-existing condition, it's not covered.

The exclusion for something that starts in the first 14 days doesn't apply if the policyholder had previous insurance with similar cover, and there is no gap in cover. But that's not relevant here; this is a pre-existing condition, not one that started in the first 14 days of the policy.

A pre-existing condition may be covered if it has been disclosed before the policy starts and Great Lakes has agreed to cover it. Unfortunately for Mrs K, she couldn't have disclosed this condition when buying the policy, since it only happened the day before the policy start date and after she had bought the policy.

I appreciate how upsetting it was for Mrs K to find her claim wasn't covered. It's most unfortunate for her that her dog became unwell the day before the policy started, but sadly for her, that means the condition is not covered by this policy.

My final decision

My decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 29 May 2025.

Peter Whiteley
Ombudsman