The complaint

Miss N has complained that Great Lakes Insurance SE unfairly declined a claim under her pet insurance policy.

What happened

Miss N has had pet insurance with Great Lakes since February 2022 to cover her dog whom I'll refer to as P. The policy covered her for treatment costs up to £2,000.

On 27 August 2022 Miss N made an appointment with her vet for P to be seen about behavioural issues.

Just before that appointment on 2 September 2022 Miss N called Great Lakes to upgrade her cover. She wanted cover of £7,000. Great Lakes said the only option was to take out a new policy. Miss N did that but kept her existing policy going for a further 14 days to ensure there was no break in cover.

After seeing P, the vet recommended she had behaviour treatment. The treatment was given in November 2022 and cost £600. Miss N made a claim to Great Lakes for the cost of the treatment. It declined the claim on the ground that the behavioural issues were a pre-existing condition which pre-dated her policy and so weren't covered.

Miss N brought her complaint to this service. I issued a provisional decision explaining why I was minded to uphold the complaint. An extract from my provisional findings is set out below:

"*Were P's behavioural issues a pre-existing condition?*

As the treatment Miss N is claiming for took place after her first policy had expired, I need to consider whether it was covered by the policy she took out on 2 September 2022. That policy defines a pre-existing condition as follows:

"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. We consider advice to include anything a vet observed and recorded in your pet's clinical history."

I think that is clear enough. Some policies refer to a pre-existing condition as something a pet has shown signs of within a certain period before the policy starts. If that had been the case here, I might have thought it would have been fair for Great Lakes to class the behavioural issues as a pre-existing condition. That's because Miss N had made an appointment with her vet regarding these before the policy started (on 27 August 2022).

But that's not what this policy says. It's not a question of what Miss N knew or noticed – it just had to be something P had been treated for, given medication for or something the vet had advised on in the previous 24 months. I've looked at P's clinical history. There is no mention of behavioural issues before the appointment on 2 September 2021 after the policy started. If Great Lakes didn't want to cover conditions which had shown signs or been

noticed by the pet's owner before the policy started, it should have said that. After all, it was the one writing the policy. So, I don't think Great Lakes treated Miss N fairly in declining her claim on the ground that P was suffering from a pre-existing condition.

To put things right I provisionally think it should settle the claim with interest."

Both parties accepted my provisional 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.

As both parties accepted my provisional findings, I see no reason to change them and they now form part of this final decision.

My final decision

For the reasons set out above, I uphold this complaint and require Great Lakes Insurance SE to settle the claim subject to the remaining terms of the policy (including deduction of the policy excess, if any) and add simple interest* at 8 per cent a year from the date Miss N paid for the treatment to the date of settlement.

*HM Revenue & Customs requires Great Lakes Insurance SE to deduct tax from this interest. Great Lakes Insurance SE should give Miss N a certificate showing how much tax it's taken off if she asks for one.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss N to accept or reject my decision before 22 March 2024.

Elizabeth Grant
Ombudsman