

## **The complaint**

Mr W complains about Great Lakes Insurance SE ("Great Lakes") for declining his claim for vet costs. He wants Great Lakes to settle his claim.

## **What happened**

Mr W got a new puppy, I, in mid-January 2023. He insured I with Great Lakes.

The policy included a waiting period of 14 days, during which symptoms or illnesses which manifested would not be covered. It also ruled out cover for accidental injury within the first 2 days of the policy.

Around 10 days after the policy started, I began behaving strangely, hiding under furniture and seemingly being in pain.

Mr W took I to the vet. The vet took x-rays and believed that these showed a potential blockage in I's intestine and proposed exploratory surgery. Mr W agreed.

The surgery found no obstruction or foreign object or other explanation for I's behaviour. After the surgery I seemed well and the behaviour resolved. The vet advised Mr W that the surgery may have relaxed I and so any trapped nerve or pulled muscle may have straightened out.

Mr W claimed for the vet costs.

Great Lakes considered the claim and declined it. Great Lakes relied on the waiting period of the policy which stated that any symptom or illness within the first 14 days of the policy would not be covered.

Mr W complained. Great Lakes maintained its decision to decline.

Mr W contacted us.

Our investigator looked into this matter and did not recommend that the complaint be upheld. They felt that the decision was in line with the policy terms and was not unreasonable.

Mr W did not accept that view and asked for an ombudsman decision. He argued that, since the cause was not certain, it could have been an accident to cause I's pain and so ought to have been covered.

## **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 understand Mr W's upset at this matter. It must have been a very stressful time for I to have surgery whilst so small, and for no clear reason for the discomfort to be found. I can appreciate that having to then bear the vet costs would make this even more so.

However, I agree with my colleague that Great Lakes has acted in line with the policy terms here and I do not think it has acted unreasonably. I therefore agree with my colleague and do not uphold Mr W's complaint.

I presented to the vet with abdominal pain symptoms and unusual behaviour, within the first 14 days of the policy. This is excluded under the terms and is a standard part of most insurance policies.

Mr W has argued that, because it is not clear what the cause of I's discomfort was, then it could have been an accident, for example a pulled muscle.

I understand his view, but the policy also defines what it means by accidental injury, and this requires that there be a sudden injury which is the result of an identifiable and known cause or event.

In this case, there was no identifiable or known cause of the discomfort and all that was known is that I had symptoms which were investigated. On that basis, I cannot say that Great Lake has acted unfairly in applying the policy terms about symptoms rather than those for accidental injury.

I appreciate that this will be disappointing to Mr W, but I hope it explains why I agree with my colleague. I very much hope that I has recovered and remains well

### **My final decision**

For the reasons given above, I do not uphold Mr W's complaint and do not ask Great Lakes Insurance SE to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 18 August 2023.

Laura Garvin-Smith  
**Ombudsman**