

The complaint

Miss R complains about Great Lakes Insurance SE's decision to decline a claim made under her pet insurance policy.

Any reference to Great Lakes includes the actions of its agents.

What happened

The circumstances of this complaint are well known to both parties, so I've summarised what happened.

- Miss R has a pet insurance policy which is underwritten by Great Lakes. She made a claim on her policy in July 2023 for treatment her dog ("D") had received from a behaviourist.
- Great Lakes declined the claim saying D hadn't been referred to the behaviourist by a vet, and the behaviourist wasn't a member of one of the organisations listed in the policy document. It said as these policy conditions hadn't been met, the claim wasn't covered.
- Unhappy with Great Lakes' decision, Miss R brought a complaint to this Service. An Investigator considered it but didn't uphold it. She said Great Lakes' decision to decline the claim was fair as the behaviourist had confirmed they weren't a member of one of the listed organisations, and D hadn't been referred to the behaviourist by a vet before treatment started.
- Whilst the Investigator also understood Miss R considered myotherapy to be a form of physical therapy, as it wasn't listed as a "*complementary therapy*" under the policy, she was satisfied it wasn't covered by the policy. She added that even if it were considered physiotherapy, the treatment wouldn't be covered because the behaviourist carrying out the myotherapy wasn't a member of a registered organisation.
- Miss R remained unhappy and so, the complaint has been passed to me for an Ombudsman's 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.

Having done so, I agree with the Investigator's outcome – I'll explain why. Great Lakes is required to handle insurance claims fairly, promptly, and must not unreasonably reject a claim. So, I've considered what this means in the context of Miss R's complaint.

The starting point is the policy document which says under "*what we will pay for*":

“Behavioural treatment

We will pay for behavioural treatment if your pet was referred to a behavioural specialist by a vet.

Your pet’s behavioural condition must be treated by someone who is a member of an organisation in our list.”

So, I’m satisfied the policy makes it clear the referral to a behaviourist must be made by a vet, and that the behaviourist must be a member of one of the policy’s listed organisations. I’ve seen evidence from the behaviourist confirming to Great Lakes that they aren’t a member of one of the organisations listed in the policy document – so it’s clear this condition hasn’t been satisfied.

The report from the specialist vet - who had seen D for “irritable behaviour” in August 2023 - says D had been seen by the same behavioural therapist at an earlier date. Notably, this was before the specialist vet assessed D and recommended a treatment plan be agreed between Miss R and the behaviourist. So, I’m satisfied the condition that the referral to a behaviourist must be made by a vet hasn’t been met either as the behaviourist had seen D in July 2023. So, on the face of it, Great Lakes’ decision to decline the claim was in line with the policy terms.

I understand Miss R feels the sessions with the behaviourist which post date the specialist vet’s recommendation should be covered. But it still remains that the behaviourist isn’t a member of the one of the policy’s listed organisations, meaning treatment wouldn’t be covered.

Miss R has said “myotherapy” should be considered a type of physiotherapy and therefore covered under the policy. I’ve looked at the relevant policy terms which say under “*complementary treatment*”:

“If your pet is diagnosed as needing hydrotherapy, homeopathic and herbal medicines, acupuncture, physiotherapy, osteopathy, or laser therapy, we will pay up to £2,500.”

I note there is no mention of “*myotherapy*”. Great Lakes has explained that myotherapy isn’t the same as physiotherapy, and as it isn’t a listed treatment it’s not covered by the policy. I appreciate this is disappointing for Miss R, but insurance policies aren’t designed to cover every situation. And whilst she may consider “myotherapy” to be the same as physiotherapy, this is only her opinion.

In any event, as the evidence suggests the myotherapy / treatment from the behaviourist was in respect of behavioural issues – a claim for myotherapy would still be subject to the conditions mentioned under “*behavioural treatment*”, namely that the referral to the behaviourist be made by a vet, and the behaviourist be a member of one of the organisations listed in the policy document – which hasn’t happened here.

I’m aware Great Lakes paid a claim in respect of Miss R’s other dog who’d received treatment from the same behaviourist. Great Lakes has said this was paid in error, but that it wouldn’t recoup this from Miss R. In any event, I don’t consider Great Lakes having paid an unrelated claim in error to mean the claim which is the subject of this complaint should be covered.

So, having considered the above, I’m satisfied Great Lakes’ decision to decline the claim was fair and reasonable in the circumstances of this complaint. I appreciate my decision will

be disappointing for Miss R, but I hope for the reasons set out above she understands why I'm not able to uphold it.

My final decision

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R to accept or reject my decision before 2 February 2024.

Nicola Beakhust
Ombudsman