

The complaint

Mrs T has complained that Great Lakes Insurance SE unfairly declined a claim under her pet insurance policy. References to Great Lakes include its agent.

What happened

Mrs T took out a policy with Great Lakes in April 2021 for a pet. On 21 January 2023 she added her new dog, whom I'll call L, to the policy. L was also covered by a different policy until 22 January 2023.

On 20 January 2023 Mrs T had taken L to the vet and been told that he might have a mild to moderate leg deformity. The vet recommended x-rays which were carried out at the end of January. It was found that L did have a limb deformity.

Mrs T made a claim for the cost of the investigation. Great Lakes declined the claim. It said the policy didn't cover pre-existing conditions. It said a pre-existing condition included anything a vet had given advice about in the 24 months before the policy started.

In March 2023 L had surgery to correct the issue.

Mrs T complained that in the phone call when she'd added L to the policy, she hadn't been told about the exclusion for pre-existing conditions. She said she would have continued the existing policy covering L if she'd known about the exclusion.

Great Lakes accepted that its adviser hadn't read out the policy terms and assumptions to Mrs T when she'd contacted it to add L to the policy and sent her a £20 gift voucher. But it said Mrs T had already been given a copy of the policy wording and it had been confirmed to her that L's cover would be on the same terms. It said it also made a copy of the revised policy accessible to her online within 24 hours.

Mrs T brought her complaint to this service. Our Investigator didn't recommend that the complaint be upheld. She didn't think Great Lakes needed to take any further action.

As Mrs T disagreed, the matter has been referred to me.

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.

Mrs T's policy, like many other pet policies, doesn't cover pre-existing conditions. It defines a pre-existing condition as *"anything your pet has had treatment, medication or advice for in the last 24 months. We consider advice to include anything a vet observed and recorded in your pet's clinical records."*

The vet's clinical notes following the examination on 20 January 2023 refer to *"mild to moderate valgus suspected forelimbs."* He advised that L should be x-rayed *"sooner rather*

than later as we have more options the younger they are”.

As that was before the policy started, I think it was reasonable for Great Lakes to say L's limb deformity was a pre-existing condition which had been observed and recorded in the pet's clinical notes.

I've considered how the information about the exclusion for pre-existing conditions was presented to Mrs T. She already had access to the policy and a two-page summary of the key information. In the summary document it says:

“What is not insured?

We cannot cover pre-existing conditions. That means any condition that has been treated, medicated or that you have received advice for in the last 24 months.”

I think this and the policy wording were clear. Overall, I think there was sufficient information available to Mrs T to have enabled her to make an informed decision about whether the policy met her needs at that time. I don't think it was unfair of Great Lakes to assume that Mrs T had checked the cover she had already for her other pet and was satisfied that it would be suitable for L. I wouldn't expect an insurer to go through exactly the same process on adding a pet to an existing policy as it would when the policy was first sold.

So while it would have been better if Great Lakes' adviser had specifically drawn Mrs T's attention to the main terms of the policy in the phone call, on balance I think it did enough to ensure she had all the information she needed before adding L to the policy.

Mrs T is also unhappy that it took until June 2023 for Great Lakes to make a final decision on her claim and by that time she had already incurred the further expense of surgery on L which she could have delayed for 24 months if she'd known the condition would be classed as a pre-existing condition. However I can see that the claim was submitted on 8 February and declined the next day by a phone call, with confirmation following by email on 10 February. Although Great Lakes agreed to give the claim further consideration, I think it was already clear some time before L's surgery in March that the claim might well be declined.

I appreciate that this outcome will be very disappointing for Mrs T but I don't think Great Lakes has treated her unfairly.

My final decision

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or reject my decision before 4 December 2023.

Elizabeth Grant
Ombudsman