

The complaint

Mrs H has complained that Great Lakes Insurance SE unfairly declined a claim on her pet insurance policy.

This complaint has been brought by Mrs H's representative on her behalf.

What happened

During the course of 2021 Mrs H took her dog, whom I'll call S, to the vet several times for gastrointestinal issues.

In April 2022 Mrs H took out a new policy with Great Lakes to cover S. The policy didn't cover pre-existing conditions.

In July 2022 S was treated for haemorrhagic gastroenteritis. Mrs H made a claim for the treatment which was settled. Great Lakes later said the claim had been paid in error but it wouldn't seek to recover the money.

In February 2023 S stopped eating and drinking. She was referred to a specialist vet. There was some concern that S might have a foreign body stuck in her oesophagus. After some investigations the specialist vet said they suspected S had chronic enteropathy. I understand this to be a term used for gastrointestinal diseases which are present for a few weeks or longer.

Mrs H claimed for the cost of the treatment S had received. After reviewing S's clinical history, Great Lakes declined the claim. It said the treatment was for a pre-existing condition which wasn't covered by the policy.

Mrs H didn't agree that the condition being claimed for was a pre-existing condition. She provided evidence from the specialist vet that the chronic enteropathy wasn't related to the previous episodes of vomiting and diarrhoea which S had suffered in 2021. She also said that the specialist vet had called Great Lakes to check that the claim would be covered and been told that it would be covered as it was a continuation claim.

Mrs H brought a complaint to this service. Our Investigator didn't recommend that the complaint be upheld. He didn't think Great Lakes needed to do any more.

As Mrs H didn't agree, the matter has been referred to me. In addition, the specialist vet has suggested that their bill be split between the foreign body investigation and the investigation for vomiting and retching.

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 H's policy, like many other pet insurance policies, doesn't cover pre-existing conditions.

The policy 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 history.”*

The vet’s clinical notes for S show that S was seen by the vet seven times in 2021 for gastro-intestinal problems, including vomiting, diarrhoea and blood in her stools.

When asked whether the treatment claimed for was related to the previous gastrointestinal issues, Mrs H’s vet said:

“I cannot be sure, however it is likely that these GI [gastrointestinal] signs are all related yes as she has always had a sensitive stomach.”

On the other hand, the specialist vet told Great Lakes:

“I do not believe this to be obviously related to her previously documented episodes of vomiting and diarrhoea in 2021, as these were acute and resolved without specific treatment for chronic enteropathy.”

I acknowledge that there are apparently conflicting veterinary opinions as to the connection, if any, between the 2021 and 2023 conditions. I can therefore only base my decision on what I consider more likely than not to be the case, having regard to the evidence that is available. Because of the fact that S was seen by Mrs H’s usual vet’s practice so many times in 2021 and also treated by them for a more serious episode in 2022, I’m inclined to place more weight on their opinion as they know S better. Also, the word *“chronic”* suggests that S had been suffering from chronic enteropathy for some time and/or that it was recurring. On balance I think the illness for which S was treated in February 2023 presented in the 24 months before the policy was taken out and so Great Lakes has not acted unfairly or unreasonably in declining the claim.

Mrs H says Great Lakes told the specialist vet that the treatment would be covered. Unfortunately, we don’t have a recording of that call. But I think there may have been a misunderstanding here. It’s unlikely Great Lakes would have unconditionally confirmed cover for any treatment as it would always want to assess a claim alongside the full clinical notes.

With regard to splitting the bill for the treatment I note that S was referred to the specialist for *“further investigations into vomiting, retching and inappetence”*. Mrs H reported that S might have eaten some sticks several days earlier. But the need for the foreign body investigation was because of the recurrent vomiting, retching and inappetence not because S did actually have a foreign body in her oesophagus. The specialist said S had mild oesophagitis which was *“likely a consequence of the frequent retching and vomiting”*. So I think the claim costs for investigation of a foreign body are probably related to the gastrointestinal issues S had been suffering from since 2021 rather than a separate condition. Consequently I don’t think it would be fair to require Great Lakes to pay these costs.

I do feel very sorry for the difficult position in which Mrs H now finds herself. But I don’t think Great Lakes has treated her unfairly or unreasonably.

My final decision

For the reasons set out above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 11 December 2023.

Elizabeth Grant
Ombudsman