

The complaint

Mr T complains Great Lakes Insurance UK Limited has unfairly declined a claim he's made on his pet insurance policy.

What happened

The background to this complaint is well known to the parties, so I'll only provide a brief summary here:

- Mr T owns a dog – which I'll refer to as "M" – insured under a pet insurance policy taken out in May 2024, underwritten by Great Lakes. He consulted a vet in April 2024 for an ongoing issue with M's ears. He also mentioned M had been looking up and snapping.
- In November 2024, M had two regular booster vaccines and following this Mr M says M exhibited some erratic behaviour and the looking up and snapping got worse. The vet prescribed medication for possible allergies but things didn't improve until Mr T changed M's food.
- Following the vet's diagnosis, Mr T made two claims for the treatment in November 2024 for vestibular syndrome but these were declined by Great Lakes. It said M had exhibited symptoms related to the condition in April 2024 - before the policy commenced - and the treating vet confirmed these were connected with the treatment being claimed for. It went on to say this was excluded under a pre-existing conditions exclusion.
- Mr T complained initially to Great Lakes and then to this Service. Our Investigator concluded Great Lakes had declined the claim fairly. Mr T disagreed and asked an Ombudsman to reach a 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.

In considering this complaint, I've taken account of relevant law, regulations, regulators' rules and guidance and standards, relevant codes of practice and what I consider to be good industry practice. The relevant industry rules and guidance say insurers must deal with claims promptly and fairly, support a policyholder to make a claim, and not unreasonably reject a claim. They should settle claims promptly once settlement terms are agreed.

When making a claim under an insurance policy, the onus is on the policyholder to prove they have a valid claim. If they do, the insurer should cover the claim unless it can prove that a policy condition or exclusion applies.

Great Lakes has relied on an exclusion to decline the claim. This says pre-existing conditions won't be covered without prior agreement. The following policy wording explains what a pre-existing condition is:

"Pre-existing conditions

- *anything in the last two years before the cover start date or in the waiting period*
- *A condition diagnosed over two years ago that needs ongoing treatment*

When we say anything, we mean:

- *Showing signs or symptoms of a change in health or behaviour.*
- *Check-ups, monitoring, follow ups, investigations or advice*
- *Needs or received treatment, surgery, medication or prescribed food.*
- *Already has a physical deformity, illness or injury"*

Two claims for vestibular syndrome/atrophy were submitted following the treatment in November 2024. But Great Lakes said clinical signs of the condition had been present before policy inception.

I've carefully considered the vet's notes and Mr T's testimony and these refer to symptoms – scratching, looking up and snapping – both during the visits in April 2024 and getting worse by the time of the November 2024 visits and treatment. Great Lakes asked M's vet whether the conditions causing these symptoms in April 2024 and the condition leading to the November 2024 treatment and claims, were linked.

It said to M's vet:

"Please can the treating vet advise if the note on 11/04/2024:

'OR has these episodes where he'll look up, scratch his ears, pace around and look up again. O says always doing his but lately becoming more frequent'

Is related to the current claim?".

The treating vet confirmed that the condition was related, so I'm satisfied M was showing symptoms of the condition which was ultimately claimed for, before the policy started and so it was reasonable for Great Lakes to say it was a pre-existing condition.

Subsequent to this, Mr T contacted the vet and asked it to clarify its diagnosis as he didn't agree it reflected their previous conversations. But I've not been provided with any reply or further commentary from the vets which changes what it said above so I base my decision on the evidence I do have available.

In line with our usual approach, I have then gone on to consider if Mr T was likely aware, at the time he took out the policy, there could be something wrong with M. Having considered Mr T's testimony and the vet's notes, it's clear Mr T was aware of M's symptoms when he took out the policy, even if he was unaware of the underlying condition at that stage. So it seems to me likely Mr T knew, or ought reasonably to have known, there was likely something wrong with M at the time he took out the policy.

So, for the reasons I've explained above, I'm satisfied it was reasonable for Great Lakes to rely on the pre-existing condition exclusion and therefore to decline the claim. Because of this, I won't be asking Great Lakes to do anymore.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 16 September 2025.

Paul Phillips
Ombudsman