

## The complaint

Mrs V complains that Great Lakes Insurance UK Limited declined a claim on her pet insurance policy.

## What happened

Mrs V took out pet insurance for her dog. The policy started on 7 November 2023 and is underwritten by Great Lakes.

In March 2025 Mrs V made a claim for vets' fees after her dog needed some treatment. The claim for was for treatment for suspected pyoderma related to underlying allergy.

Great Lakes declined the claim. It said there was evidence of skin allergies being present before the policy started and that Mrs V was aware of that. So this was a pre-existing condition, which meant it wasn't covered. Mrs V complained but Great Lakes didn't change its decision.

Our investigator said it wasn't fair to decline the claim, as the evidence didn't confirm there was any connection between the issue Mrs V claimed for and any previous issues, and there was no diagnosis of an allergy until March 2025. The investigator asked Great Lakes to pay the claim.

Great Lakes disagrees and has requested 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.

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.

The policy covers vets' fees but there is no cover for pre-existing conditions. A pre-existing condition is defined as follows:

- *anything in the last 2 years before the cover start date or in the waiting period.*
- *a condition diagnosed over two years ago that needs ongoing treatment, monitoring or check-ups.*

*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.*

As Great Lakes is relying on an exclusion to decline the claim, the onus is on Great Lakes to show it's fair to do so.

To be caught by the exclusion, Great Lakes needs to show Mrs V's claim was for something that either

- was present in the two years before the policy started in November 2023 or in the waiting period (the first 14 days after the policy started) – or is directly related to, or has the same underlying cause as something present during that period; or
- is a condition that was diagnosed more than two years before the policy started and needs ongoing treatment, monitoring or check-ups.

The claim was for suspected pyoderma related to an allergy. There's no evidence of a diagnosis of pyoderma or any related allergy, which needed ongoing treatment or monitoring, more than two years before the policy. So Great Lakes hasn't shown this part of the definition applies.

Great Lakes declined the claim on the basis Mrs V's dog had skin allergies. So it needs to show the issue being claimed for is related to an allergy that was seen in the two years before the policy started (or in the first 14 days of the policy).

What Great Lakes says is that there's evidence in the clinical records of a skin allergy in October and November 2023, around the time the policy started.

I've considered the records carefully. The only references to an allergy in that period are a reference in October 2023 to "*treatment for allergic skin and anal gland abscess*"; and in November (after policy started) a note that says, "*O knows is food allergy especially to chicken; has pred for flare ups – causes skin irritation.*"

Great Lakes asked the vet to clarify the position. They said they didn't deny there were allergy issues, but the treatment in November 2023 was for an anal gland problem, which wasn't related to any allergies.

Mrs V has explained that:

- Prednisolone was prescribed to deal with the inflammation from the abscess.
- A previous vet had advised her that this breed can develop skin allergies, so it was best to avoid chicken and she had mentioned this to her current vet. The note of 11 November 2023 should say "*if food allergy...*"
- Her dog had never previously been diagnosed with a skin allergy.

Pyoderma is a bacterial infection. It's often linked to underlying issues such as allergies, parasites or immune disorders, so there can be different causes. Prednisolone is used to treat a variety of inflammatory, allergic and autoimmune conditions, so it doesn't necessarily mean there was an allergy – and Mrs V says it was prescribed to deal with the anal gland issue, which the vet has confirmed was not allergy-related.

According to the notes, the vet suspected the problem was pyoderma, linked to an underlying allergy. So the diagnosis wasn't confirmed, only suspected. And even if it was linked to an allergy, the notes indicate the vet suspected this was an insect allergy rather than a food allergy, with advice to increase insect control.

The evidence isn't clear cut. I appreciate there is evidence Mrs V's dog has some sort of allergy. So it's possible the issue claimed for was related to an allergy, which may have been present when the policy started. But Great Lakes needs to do more than just show it's possible – it needs to show, on the balance of probabilities, the issue claimed for was related to an allergy and that same allergy had been present when Mrs V bought the policy

The evidence doesn't confirm what allergy her dog has or whether the allergy suspected in March 2025 was present before the policy started. The issue claimed for is only suspected to be pyoderma related to an allergy – the diagnosis wasn't confirmed. If there was an allergy before the policy started, the evidence suggests it was more likely a food allergy, whereas any later problem seems more likely to be an insect allergy.

Taking all of these factors into account I don't think, on balance, Great Lakes has done enough to prove the claim is for a condition that was present in the two years before the policy started. So, in these particular circumstances, it wasn't fair to decline the claim, which should be paid in line with the remaining policy terms, including any excess or policy limits.

### **My final decision**

I uphold the complaint and direct Great Lakes Insurance UK Limited to settle the claim in line with the remaining policy terms and, if Mrs V has already paid the vet's fees, pay interest from the date she paid the fees to the date of payment at 8% a year simple.

If Great Lakes Insurance UK Limited considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mrs V how much it's taken off. It should also give Mrs V a tax deduction certificate if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs V to accept or reject my decision before 28 November 2025.

Peter Whiteley  
**Ombudsman**