

The complaint

Miss L's complaint is about a claim she made on her Great Lakes Insurance SE ('Great Lakes') pet insurance policy, which was declined.

Miss L says Great Lakes treated her unfairly.

What happened

The details of this complaint are well known to both parties, so I won't repeat them here. Instead, I'll focus on providing my reasons for my 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 uphold Miss L's complaint for broadly the same reasons set out by the investigator and in the same way. Before I explain why, I wish to acknowledge the various submissions made by each party. Whilst I've read them all, I won't be addressing each and every one. That's not intended to be disrespectful. Rather it's representative of the informal nature of the Financial Ombudsman Service. Instead, I'll concentrate on the crux of Miss L's complaint, namely whether it was fair for Great Lakes to turn her claim down in the way that they did and if not, how they should put things right.

The starting point is the policy terms. They exclude cover for pre-existing conditions unless they were declared to Great Lakes and accepted by them before the policy was taken out.

"Pre-existing condition" is defined as:

"1. Any Condition for which Your Pet has been subject to examination, consultation, advice, tests, X-rays, medication, surgery, nursing or other care provided by a Vet in the 24 months prior to the Cover Start Date or within the Waiting Period including in relation to:

a. Changes in Your Pet's health or behaviour; or

b. Existing physical abnormalities; or

c. Existing Illnesses or injuries; or

d. Existing Illnesses, injuries or physical abnormalities which lead to other health issues or injuries; or

e. Illnesses or injuries which are medically linked to existing Illnesses, injuries or physical abnormalities; and

f. Changes in Your Pet's health, behaviour or Symptom that You haven't yet seen a Vet about; and

2. Any ongoing Condition or Symptom, that was diagnosed over 2 years ago, that You may not have needed to see a Vet about in the 24 months prior to the Cover Start Date, or within the Waiting Period, e.g. diabetes controlled by diet."

In this case Miss L's policy started to run on 26 May 2023. Miss L's pet had a recorded clinical history of vomiting prior to the policy starting. In June 2023, she took it to her vet for

investigations. During the investigations it was discovered that the pet had a fluid filled cyst within its liver which was removed. Miss L then claimed on the policy for the removal of the cyst. Great Lakes declined this on the basis that the cyst was discovered as part of the investigations into vomiting, which they felt was linked to the cyst. The issue for me to determine is whether that was fair.

In this case it's right that Miss L's pet did have a history of vomiting and in the course of the investigations into that, a cyst was discovered in its liver. The onus is on Great Lakes to show that on balance the vomiting was linked to treatment of the cyst. And by that, I mean that it was essentially a symptom of that condition. The clinical notes suggest that the cyst was discovered as incidental to the vomiting. Before removal they question whether it could be the cause of vomiting but later the treating vet confirmed to Great Lakes that the vomiting was unconnected and that the pet having normal bile acid ruled out such a connection.

Whilst it's unclear what caused the cyst to develop or when this happened, I haven't seen any veterinary evidence in this case that suggests it was connected with the vomiting. I agree that it was discovered as part of the investigations into the vomiting but that on its own would not be enough to suggest it this was a pre-existing condition, such that I would expect Miss L ought to have reasonably been aware there might have been a problem with it before she took out the policy. I also accept that the cause of the vomiting would not be covered because they were problems the pet was experiencing before the policy was taken out. But in this case, nothing at all connects the two other than the cyst being discovered during the investigations for the vomiting. That however doesn't lead me to the conclusion that one caused the other.

Great Lakes says that none of the other conditions the pet had previously experienced before the policy was in place were connected to the cyst and that this is further evidence that the vomiting was connected to it. But that doesn't show what the cause of the cyst is or whether it is related to any symptoms of the symptoms the pet might previously have had, including the vomiting. It is equally possible that the cyst was symptomless. And given it was not known to Miss L (and could not be reasonably known) before the policy was in place, I don't consider this to be a case in which Great Lakes have shown the exclusion they've applied here was fair. For that reason, I think Great Lakes treated Miss L unfairly and need to do more to put things right, including paying the claim in the way I've set out below.

I've also considered what Miss L has said about the impact of the declination on her and the stress and worry this caused her at an already difficult time, particularly whilst her pet was recovering from surgery. Given my findings above, I think Great Lakes should do more to compensate her for this. I've set out a sum I think is adequate for this below which is commensurate with awards we'd make in similar circumstances.

Finally, Miss L says Great Lakes should cancel her policy. If they did then she wouldn't be entitled to the sum claimed here as no cover would be in place. In the absence of a request for cancellation being made to Great Lakes any sooner, this is not something I can direct them to do. If Miss L now wishes to cancel the cover, that is something she can take up with Great Lakes directly.

Finally, I understand Miss L is also unhappy with an increase in her policy premiums. As that issue does not form part of this complaint, Miss L will need to put that to Great Lakes first before this Service can consider it.

Putting things right

Great Lakes should pay Miss L:

- her claim subject to the remaining policy terms
- interest at 8% per year simple from the time she paid her veterinary fees, until she is reimbursed.
- £100 in compensation for the distress and inconvenience caused to her.

My final decision

I uphold Miss L's complaint against Great Lakes Insurance SE and direct them to put things right as I have set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss L to accept or reject my decision before 5 March 2026.

Lale Hussein-Venn
Ombudsman