

The complaint

Ms G is unhappy with what Great Lakes Insurance SE did after she made a claim on her pet insurance policy.

What happened

Ms G claimed on her policy for costs incurred in treating her cat (T) for cat flu and associated dental treatment. Great Lakes said T had shown signs of cat flu caused by calicivirus prior to the policy being taken out in November 2022 and had continued to do so without a significant break after that date. And the policy didn't cover pre-existing conditions which a pet had received treatment, medication or advice for in the 24 months before the policy started. It thought that applied here and turned down the claims Ms G made.

Having reviewed the veterinary evidence our investigator didn't think Great Lakes had shown the condition which affected T prior to the policy being taken out was the same condition which led to the subsequent claim on the policy. She said Great Lakes should pay the claims Mrs G had made and also pay her £100 in recognition of the distress and inconvenience she was caused by having her claim wrongly declined.

Great Lakes didn't agree. It said cat flu was a chronic condition which could have repeated flare ups. The veterinary history showed symptoms of that from 2022 onwards before it was diagnosed in 2023. And the same medication and treatment was given for all of those incidents. The vet had also commented in March 2023 "*Very mild - does get flu flare ups*".

It didn't accept the symptoms T was experiencing prior to the policy being taken had a different cause to the cat flu that was subsequently diagnosed. It thought to argue otherwise contradicted the veterinary evidence. T hadn't been symptom free of that condition for a 24 month period from September 2022 onwards. And this was an issue Ms G would have been aware of when she took her policy out. It thought it acted correctly and fairly in declining to cover the claims she then made.

So I need to reach a final 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 rules and industry guidelines say Great Lakes has a responsibility to handle claims promptly and fairly. It shouldn't reject a claim unreasonably.

Where a claim is made the onus is on a policyholder to show an insured incident (something their policy covers) has taken place. If they've done that and an insurer wants to rely on a policy exclusion or condition to decline the claim the onus is on it to show that applies.

In this case Ms G's policy covers veterinary treatment and says "*if a vet recommends treatment for your pet, we will pay the cost of that treatment*". It also says "*we will pay for dental treatments prescribed by your vet due to dental illness or accidents*". I don't think there's any dispute the claims Mrs G made are ones her policy could potentially cover. So she has shown an insured incident has taken place.

However, the policy says "*we will not pay for any costs relating to pre-existing conditions*". It explains a pre-existing condition is "*anything your pet has had treatment, medication or advice for in the 24 months before your policy starts. We consider advice to include anything a vet observed and recorded in your pet's clinical history*". The policy also says it will cover pre-existing conditions "*at any time after joining [insurer] as long as 24 months have passed since they last received treatment, medication or advice. We consider advice to include anything a vet observed and recorded in your pet's clinical history*".

In my view for Great Lakes to fairly rely on that exclusion it would need to show, on balance, the condition Ms G was claiming for was the same as one for which treatment, medication or advice had been provided in the 24 months before the policy started. And I think it's accepted the condition which led to her claim was cat flu caused by feline calicivirus.

I've reviewed the veterinary evidence. There's no mention of T being diagnosed with cat flu prior to the policy being taken out in November 2022. The first reference to T having flu was on 16 February 2023. However, there wouldn't need to be a diagnosed condition for Great Lakes to fairly conclude there was a pre-existing condition here. It would be enough if T had shown symptoms of the same condition (and Ms G would have thought that was something which could require further investigation or treatment when she took out the policy).

The vet's notes from 21 September 2022 say T was "*sneezing and sometimes coughing*". They also identify green discharge from her nose along with "*watery eyes, swollen conjunctiva*". At a follow up appointment a week later the notes say "*no discharge from eyes, no discharge from nose Has put on weight. No fever. Coughing much less*". I appreciate that at least some of those symptoms would correlate to those of cat flu. However, they could equally be symptomatic of a different respiratory infection (for example a cold).

I've considered the other evidence to see if Great Lakes has shown (on balance) that these symptoms were most likely caused by the calicivirus which gave rise to the subsequent claim. It says the vet notes from after the policy was taken out refer to T being prone to "*flu flare ups*". But that came after T was observed to have flu like symptoms in February 2023 and there was then a specific reference to cat flu in June 2023.

So while I accept T was impacted by cat flu at that stage I don't think that shows the symptoms she displayed prior to the policy being taken out were caused by the same thing. I note in particular there was no reference to T having flu symptoms at that time and the notes specifically say she didn't have a fever which is a common symptom of cat flu.

Great Lakes did also make contact with Ms G's vet to ask if the issues affecting T prior to the policy being taken out were the same as those which led to her claim. The vet said "*I cannot confirm or deny these are related only that on the 6/6/23 date it does state in the notes that [T] was suffering from Cat Flu again which does indicate that the previous episodes cat flu was a diagnosis*".

So the vet hasn't confirmed a link between the pre inception issues impacting T and the ones which led to the claim. And I think it most likely the reference to T having cat flu again was a reference back to the February 2023 visit which was the first time the vet recorded her as having flu like symptoms. Great Lakes didn't seek any clarification from the vet on these points or obtain other further veterinary evidence in support of its position.

Great Lakes also argues that as the same medication and treatment was provided for all of these conditions that supports them having the same underlying cause. That isn't in fact the case; different medication was prescribed prior and post the policy being taken out. And I understand the initial medication is one commonly used to treat generalised infections whereas that given after cat flu had been identified is more targeted at upper respiratory infections. So I don't think the choice of medication does support Great Lakes's position that the underlying cause of the problem was the same.

However, I do recognise that as Great Lakes has said cat flu can be a chronic condition and it is possible T was suffering from this prior to policy inception. And that issue subsequently flared up on a number of occasions. But as Great Lakes is seeking to apply a policy exclusion the question is whether it's shown that was most likely the case. For the reasons I've explained, and having taken into account the veterinary evidence, I don't think it has. So I don't think it's relevant whether T had been symptom free of that condition for a 24 month period because Great Lakes hasn't shown there's a pre-existing condition here at all.

Putting things right

Great Lakes will need to settle the claims Ms G made in line with the remaining terms and conditions of her policy. I also agree that having her claim wrongly turned down will have caused her avoidable distress and inconvenience for which it will need to pay her £100.

My final decision

I've decided to uphold this complaint. Great Lakes Insurance SE will need to put things right by doing what I've said in this decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms G to accept or reject my decision before 7 May 2026.

James Park
Ombudsman