

## The complaint

Miss R complains that Great Lakes Insurance UK Limited unfairly declined a claim on her pet insurance policy by relying on a term excluding pre-existing conditions.

She wants Great Lakes to pay her claim for the vet consultations and treatment her dog received between 22 August 2024 and 23 January 2025.

## What happened

Miss R's pet insurance policy began on 22 August 2024. The day before, on 21 August 2024, she booked a vet appointment which she's said was for "*routine puppy care and to establish [dog's name] with a new veterinary practice, rather than because [she] believed he had a medical issue*". The vet's booking system recorded the booking as being for "*check ears and nail clip*".

At the appointment on 22 August 2024 the vet noted the history given by Miss R – discharge or wax in both ears had been noted on 13 August 2024 at another vet's, Miss R had been using an ear 'flush' daily to clean the ears, but they were still itchy.

On examination the vet found mild earwax discharge, redness, and scale bilaterally. They concluded that the dog may have ear mites, recommended reducing the frequency of cleaning, and prescribed ear drops (surolan) used to treat both infections and ear mites.

Three months later, on 23 November 2024, Miss R made an appointment as the dog's "ears [were] *really red head shaking*". The vet's notes of this consultation read:

*"general - history: presented with sore ears - see 22/08 altho[ugh] he has had to use surolan intermittently in the meanwhile (ie this is a recurrent problem).*

*findings: both pinnae / canal entrances are very inflamed and hot there is minimal discharge in the canals themselves - this is primarily inflammatory (and probably [a genetic tendency to develop allergic conditions]) I have suggested a short course of steroids to get a grip on this but, more importantly, we might need to think about a more long term approach as this is going to be ongoing by the look of things."*

The steroid treatment worked and the ear symptoms abated.

Miss R returned to the vet in January 2025 as the dog had "*sore ears*". This was noted to be a "*recurrence*" of the previous ear issue, the surolan ear drops were prescribed again, and there was discussion about long term management of "*flares*".

On 24 January 2025 the claim was submitted to Great Lakes. The condition was described on the claim form as "*sore ears due to possible bacteria*". The vet gave the date of first illness as 22 August 2024 and included the invoice for that consultation and the first prescription of surolan ear drops.

Great Lakes declined the claim on the basis that the first clinical signs or symptoms of the ear condition were present and noticed prior to the start of the policy.

Miss R complained, but Great Lakes maintained its view that the claim was for a pre-existing condition and therefore not covered. It pointed to the fact Miss R had booked the appointment on 21 August 2024, prior to the policy starting.

Miss R referred her complaint to this service. As part of Miss R's case, she submitted a letter from the vet. The relevant part reads:

*"... on 22/08/2024, [dog's name] was examined by ourselves. We did not document any infection. The Surolan treatment that was given was in case the wax was secondary to ear mites ... It is not uncommon for us to recommend cleaning as we did in this case. It is not a sign that there is any concurrent disease."*

### **Our Investigator's view**

One of our Investigators considered Miss R's complaint, and thought it should be upheld. He concluded that the condition present prior to the policy starting was only ear wax (possibly secondary to ear mites), and was a different condition to that later claimed for – sore ears due to an infection. So, he said Great Lakes should pay the claim and pay Miss R £100 for the distress and inconvenience caused by the unfair declinature of the claim. Great Lakes didn't agree.

As no agreement could be reached, the complaint was passed to me to review and decide.

### **My provisional findings**

I issued a provisional decision on 15 January 2026 in which I explained why I had reached a different outcome to the Investigator and didn't think the complaint should be upheld. I said:

*"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 can't agree that Great Lakes has declined the claim unfairly."*

*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.*

*Miss R has shown that her dog required treatment for sore ears due to a "possible" bacterial infection, which is something the policy provides for. So, on the face of it, she's demonstrated that she has a valid claim.*

*As Great Lakes seek to rely on a policy exclusion, the onus is on it to show the exclusion applies. The relevant policy terms say:*

*"We'll only pay claims for pre-existing conditions we've agreed to cover.*

*We won't pay claims for anything you haven't told us about or not covered."*

#### **A pre-existing condition is:**

- 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."

*Great Lakes' position, in short, is that Miss R booked a vet appointment, before the policy began, for an ear check because the dog already had signs and symptoms of the condition claimed for – sore ears due to a possible bacterial infection.*

*Miss R says that before the policy started, she didn't suspect anything was wrong with her dog, he was not unwell, and was not diagnosed with any infection or condition until after 22 August 2024.*

*Miss R didn't declare any pre-existing medical conditions for her dog. The question for me to consider, therefore, is whether the condition claimed for in January 2025 (the claim included all ear related invoices dating back to 22 August 2024) is the same or linked to any clinical signs and symptoms that were present before 22 August 2024, i.e., the date the policy started.*

*Based on what I've seen I think it's clear that Miss R's dog had some ear symptoms prior to the policy starting. Although on 13 August 2024 all that had been noted was "waxy ears", for which cleaning was recommended, by 21 August 2024 Miss R had booked a vet appointment for an ear check. I think this is a clear indication that she thought there was something happening with his ears that needed a vet's attention. I appreciate that she says this appointment was nothing more than "routine", but the title given to the booking and the content of the notes persuade me that a significant reason for the appointment was to discuss his existing ear symptoms.*

*In the history she gave at the appointment on 22 August 2024, there's no suggestion that the symptoms of discharge and itchiness had only begun that day. On the contrary, the vet's notes say cleaning had happened, and the discharge had improved, but the itchiness had remained. And the vet observed mild earwax discharge, redness, and scale in both ears. So, I'm satisfied that there were some ear symptoms present before the policy began which Miss R was aware of, and she was sufficiently concerned about this to make an appointment with the vet.*

*I've gone on to think about whether these ear symptoms are linked to the condition claimed for. The presentation of sore ears could, of course, have several causes so I've thought carefully about the possibility that on 22 August 2024 the dog's symptoms were caused by a different condition unrelated to that which he received treatment for in November 2024 and January 2025. The vet has provided Miss R with a letter which confirms that, on 22 August 2024 no infection was documented, and the surolan treatment was given "in case" of ear mites. But I don't think that conclusively shows that this episode of sore, itchy ears was unrelated to what came later. It's also inconsistent with the fact that the vet included the invoice for 22 August 2024 with the claim.*

*Far from drawing a clear distinction between the condition present on 22 August 2024 and the condition present on 23 November 2024 (and again in January 2025), the contemporaneous vet notes highlight a connection between what was present on 22 August 2024 and what was seen three months later. The notes of 23 November 2024 even record that Miss R had continued to treat the dog with surolan ear drops when the symptoms had recurred in the interim. And the claim gave the start date as 22 August 2024, showing the vet thought this was all the same condition. So, I don't think I can reasonably say that what the dog presented with in November, and later, was unconnected to what he presented with in August 2024. It seems, instead, that it's the same condition which has flared up on and off throughout.*

*I provisionally find that the ear condition claimed for in January 2025 is more likely than not linked to, and the same as, the ear condition that was present on 22 August 2024. And I've concluded that the ear symptoms which, at least in part, prompted Miss R to book that appointment for 22 August 2024 were present and known to Miss R before the start of the policy. I therefore don't think it's unfair for Great Lakes to have concluded that the ear condition claimed for is a pre-existing condition.*

*Overall, although I'm sorry to disappoint Miss R, I provisionally don't think Great Lakes has acted unfairly and unreasonably in its response to her claim."*

Miss R didn't agree with my provisional findings and asked me to reconsider. She responded with the following points:

- She never stated she believed the dog "*had a possible bacterial infection*".
- On 22 August 2024 the advice given to clean his ears was not indicative of disease – drops were prescribed purely as a precaution, not because an infection or condition was present.
- All dogs produce ear wax. Routine ear cleaning is common and preventative. In August 2024 no vet diagnosed an ear infection or chronic condition. If the symptoms on 22 August 2024 were truly the same condition as later claimed for, treatment or escalation would have been clinically warranted at that point, but it wasn't.
- A recurrence of ear symptoms months later does not retrospectively convert a precautionary, non-diagnostic visit into a pre-existing condition. There is no contemporaneous clinical evidence demonstrating that the condition treated months later was present, ongoing, or diagnosable on 22 August 2024.
- Administrative wording is not evidence of disease – a booking reason such as "*check ears*" does not confirm the presence of illness, symptoms, or an underlying condition. It simply reflects why an owner is seeking reassurance, and a reasonable owner can seek reassurance without believing a condition exists.
- There was no gap in cover, there was a policy in place with another insurer immediately prior to the start of this policy which overlapped with the start of this policy - even if the dog had had any relevant condition on 22 August 2024, that condition should still have been covered due to the confirmed continuity of insurance and the absence of any gap in cover.
- The dog has had no further ear issues since this claim was made – this supports that the claim was not for "*an ongoing or chronic condition originating in August 2024*".

Miss R added that this claim has caused her significant stress and anxiety. She says she's acted "*honestly, transparently, and strictly on veterinary advice throughout*", feels her integrity is being questioned, and has been left with "*lifelong uncertainty*" about what her dog is covered for.

Although I've summarised the key points of Miss R's response here, I have considered all the submissions made.

I am now able to make my 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.

Having done so, although I'm sorry this will disappoint Miss R, the submissions she's made have not led me to conclude that my provisional findings should be changed.

It might help if I explain that my role here is limited to assessing whether Great Lakes, with the evidence it had at the time the claim was made, acted fairly and reasonably by declining it. And I make that assessment on the balance of probabilities. For me to conclude that Great Lakes acted fairly I don't have to find *beyond reasonable doubt* that Miss R's dog had the condition claimed for before the policy start date (22 August 2024).

Miss R submits that the dog received no diagnosis on 22 August 2024 and that the symptoms the dog had on that date and before were entirely unrelated to the condition claimed for in January 2025. But a 'pre-existing condition' is not limited to conditions which have been diagnosed. I included the policy definition of pre-existing condition in my

provisional decision (reproduced above), so I won't repeat it in full – but a pre-existing condition includes “*signs or symptoms of a change in health*” in the last 2 years before the cover start date.

Whilst I accept that on 22 August 2024 the vet notes don't record a diagnosis of the condition later described on the claim form dated 24 January 2025 - “[Dog's name] *has had sore ears due to possible bacteria and has needed a few vet visits and ear drops*” – those notes do record that the dog had ear symptoms which Miss R was aware of, had at least in part prompted the visit, and had begun prior to 22 August 2024. At that appointment symptoms of itchiness, mild earwax discharge, redness, and scale bilaterally, were noted.

The question is whether it was fair for Great Lakes to conclude that those signs and symptoms of a change in health were related to the condition claimed for. Here I must repeat some of what I said in my provisional decision, it is the contemporaneous vet notes which highlight a connection between what was present on 22 August 2024 and what was seen three months later. These, and the dates of the invoices submitted with the claim, show that the vet thought this was all the same condition. In these circumstances I can't say Great Lakes was wrong to conclude that what was claimed for in January 2025 was connected to the signs and symptoms the dog had prior to 22 August 2024 and therefore pre-existed the start of the policy.

This leads me to Miss R's point about continuous cover. I have seen that Miss R had a short-term pet insurance policy before this policy which was due to expire on 9 September 2024. The cover under this was provided by a different insurer, not Great Lakes. The Great Lakes policy, not unusually, had a waiting period excluding claims for any symptom or illness within the first 14 days after the cover start date. This waiting period didn't apply, however, if the policy holder had previous insurance with no gap in cover.

So, no waiting period applied to Miss R's cover. But the waiting period exclusion is different to the exclusion which Great Lakes has relied on to decline this claim – the exclusion for pre-existing conditions. The symptoms of the claimed for condition in this case didn't begin in the first 14 days of the policy. I've found, for all the reasons set out here and in my provisional decision, that, more likely than not, there were signs and symptoms of the claimed for condition before 22 August 2024. So, I'm afraid the fact that she had continuous cover doesn't help Miss R here.

Overall, whilst I'm sorry to hear that the outcome of this claim has caused Miss R such upset, I can't agree that Great Lakes has acted unfairly by declining the claim made in January 2025.

Finally, I know Miss R is deeply concerned that her dog might now not be covered for a number of other conditions. Unfortunately, I can't offer Miss R any reassurance or guidance about that because the outcome of any future pet insurance claims will depend on the circumstances and facts of those claims, and the terms of the policy claimed against. But I note she's told me that her dog has not suffered from any ear related symptoms for a while now, and it may help her to know that some insurers offer policies that will offer cover for pre-existing conditions if the pet has been symptom-free for a certain period of time. Depending on the wording of the policy a condition may also cease to be classed as a pre-existing condition, after a period of time (although other exclusions may apply).

### **My final decision**

For the reasons given above, my final decision is that I don't uphold Miss R's complaint about Great Lakes Insurance UK Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R to accept or reject my decision before 3 March 2026.

Beth Wilcox  
**Ombudsman**