

The complaint

Miss V has complained that Great Lakes Insurance SE unfairly declined a claim on her pet insurance policy and that it gave her incorrect advice.

What happened

Miss V took out a pet insurance policy with Great Lakes to cover her dog. Miss V was advised by her vet to have her dog spayed due to the dog's recurring phantom pregnancies. She phoned Great Lakes and asked whether the procedure would be covered by her policy. She was told it would be covered if her vet recommended it to prevent further phantom pregnancies.

The operation was carried out in February 2022 and Miss V put in a claim to Great Lakes shortly after. In May 2022 Great Lakes declined the claim saying that the policy didn't cover routine or preventative treatment. It said as a gesture of goodwill and apology it would pay Miss V £40.

Miss V said the spaying wasn't routine or preventative but was instead prescribed treatment. As Great Lakes didn't change its decision, Miss V brought a complaint to this service. Our Investigator thought Great Lakes had acted fairly in declining the claim in line with the policy terms. But she recommended that Great Lakes should increase its compensation to £150 for the trouble and upset caused by it giving her incorrect information.

As Miss V didn't agree, the matter has been referred to me.

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.

To decide whether Great Lakes acted fairly, I've looked at the policy terms and conditions.

Under the heading "*Routine treatments or treatments that have not been prescribed*" the policy says:

"We will not pay for any routine or preventative healthcare, for example, vaccinations, tick, worming and flea treatments, grooming and nailcare, spaying and neutering."

So it is clear that under the policy terms spaying is excluded from cover if it is done for reasons of routine or preventative healthcare.

I've looked at the dog's clinical history. In 2021 the dog first showed signs of a false pregnancy. She had a mild temperature and displayed hormonal changes. The vet prescribed an anti-inflammatory injection and said:

"If ongoing issue then can consider starting on galastop."

In May 2022 the vet noted:

*"Has had a false pregnancy in the past. Some mammary development/sagging but O says this is from previous false pregnancy....
Discussed spay – book in 2 months time but advise for nurse to check just before op to check she is not false pregnant."*

In November 2022 the vet noted that the dog was having another phantom pregnancy. The notes say:

"Advised to give galastop and then to book for spay once the symptoms have resolved. Spay is required to prevent future pyometra and also to take away the behavioural and anatomical symptoms of false pregnancy."

"Order in galastop ...Book recheck in 2-3 weeks to check false preg has subsided and then book spay in late Dec or early Jan."

By mid December there was *"still modest amount of fluid on mammary glands, clearish, they have shrunk up in size considerably, spaying advised in -3mnths."*

The dog was spayed in February 2023.

Miss V's vet said *"The reason to spay was to stop these repeated heavy false pregnancies and prevent pyometra in later life which is a high risk factor in dogs that have false pregnancies and also for welfare reasons as she was getting false pregnancies after every season"*.

I don't think the spaying was treatment for the phantom pregnancy, I say that because the vet referred to spaying once the symptoms of the false pregnancy had subsided. I'm satisfied this is a future event the vet was seeking to prevent. So it seems to me spaying wasn't done to treat a phantom pregnancy – that had been treated by Galastop – spaying was to prevent further phantom pregnancies in future.

It follows I think it was fair for Great Lakes to rely on the policy exclusion for preventative healthcare to decline this claim.

I've also looked at whether Great Lakes misled Miss V in the phone call when she queried whether spaying would be covered by the policy. During the call Great Lakes' call handler advised that spaying would be covered provided Miss V's vet recommended the operation to prevent further phantom pregnancies. Great Lakes did provide incorrect information which created an expectation in Miss V's mind that her claim would be paid. Understandably it would have been very disappointing for Miss V to find that this was not the case. I agree that Great Lakes should compensate Miss V for this and agree that a total of £150 is appropriate in the circumstances.

My final decision

For the reasons set out above, I uphold this complaint in part and require Great Lakes Insurance SE to pay Miss V a further £110 compensation for the trouble and upset it caused her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss V to accept or reject my decision before 29 November 2023.

Elizabeth Grant

Ombudsman