

## The complaint

Miss B complains that Admiral Insurance (Gibraltar) Limited declined a claim on her pet insurance policy.

## What happened

Miss B has been assisted by a representative in bringing the complaint but for ease I'll refer to Miss B in my decision.

Miss B's cat gave birth to kittens in September 2023. There were no complications with the birth but in November her cat passed quite a bit of blood. She spoke to the vet, who examined her cat. The clinical notes show they offered to do a scan but Miss B opted to monitor for the time being and bring her cat back if there was any further discharge. The vet advised to have her cat neutered before letting her outside.

In February 2024, the cat was spayed. The surgery appeared to have gone without complication

Shortly after, there was some abdominal bleeding and further surgery was needed. Miss B made a claim for this but the claim was declined. Admiral said the policy didn't cover costs relating to spaying or elective treatment, or any complications from these.

Our investigator said it was fair to decline the claim. Miss B 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, and not unreasonably reject a claim.

The policy provides cover for treatment costs but this is subject to the policy terms and conditions. In its decision, Admiral referred to an exclusion for "*The cost of any treatment, or complications arising from treatment, that you choose to have carried out that is not directly related to an injury or illness, including cosmetic dentistry or surgery.*"

Exclusions like this are common in pet insurance policies, which are generally designed to cover the costs of treatment for an illness, condition or injury, rather than routine or preventative treatment.

Miss B has made a number of points, including that

- The decision refers to the policy term that excludes elective treatments, but the vet has confirmed this was not elective treatment. She believes the policy terms have not been applied correctly and there's no exclusion in the policy that allows Admiral to reject the claim.

- Admiral has ignored the vet's evidence confirming this wasn't elective treatment. There is no clause in the policy which excludes the treatment of complications arising from a non-elective spay.

I've considered the vet's comments carefully. They do say the spay was not elective treatment, but a necessity following a complicated first pregnancy. However, the policy term refers to treatment the policyholder chooses to do that "*is not directly related to an injury or illness*". So to be covered, Miss B needs to show the spay was directly related to an injury or illness and the evidence doesn't confirm that.

Neither the clinical notes made at the time nor the later comments from the vet say this was treatment for an illness. It appears to have been recommended to prevent further issues in future; the notes at the time say "*advised neutering before letting outside*." The vet has said it was required following problems with the previous pregnancy, but doesn't say what illness was being treated.

Based on the evidence provided, even if it was medically recommended, it wasn't treatment for an illness. That means neither the spay itself, nor any complications arising from it, are covered.

Admiral said there was cover for complications of elective surgery, such as spaying and neutering. Although Admiral didn't specifically refer to it, there is an exclusion for spaying unless the pet is suffering an immediate and critical medical condition and it's essential and necessary treatment for that condition. The treatment may have been advised, but it wasn't necessary to treat an immediate and critical medical condition or indeed, as I've said above, any illness.

I appreciate it was a very difficult time for Miss B and having the claim declined only made things worse. But, for the reasons given, I'm satisfied the decision was in line with the policy terms and was fair.

### **My final decision**

My decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 20 February 2025.

Peter Whiteley  
**Ombudsman**