

The complaint

Mrs W's complaint is about a claim she made on her Casualty & General Insurance Company (Europe) Ltd ('C&G') pet insurance policy, which was declined.

Mrs W says C&G treated her unfairly.

What happened

The details of this complaint are well known to both parties. As such I shall not repeat it here. Instead, I'll focus on the crux of Mrs W's complaint, namely whether C&G treated her unfairly and if so whether C&G need to do anything further to put things right.

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 don't uphold Mrs W's complaint. This is why.

The starting point is the policy terms. They exclude:

"Any claim for cosmetic, elective, or routine Treatment or any Treatment which is preventive and not treating an Illness or Accidental Injury, including but not limited to the following:

- *Spaying*
- *Any claim costs for not having any of the Treatments listed above carried out if suggested by Your Vet".*

In this case C&G say that spaying was suggested by Mrs W's vet, but she did not have this carried out which led to her pet developing pyometra. Pyometra is the treatment Mrs W was claiming for in this claim. C&G refused to cover it accordingly.

C&G rely on the following entries in the pet's clinical history to support that spaying was suggested:

"16/10/2014 - Disc neutering, paws at 2nd vacc.

23/02/2015 - ... O may breed from her as she has with her previous dogs. Discuss merits of neutering.

07/07/2015 - Clinical Info: Had a season back in March - owner is going to breed.

13/12/2016 - Clinical Info: booster aok L 433719 L 437393, is a bit overweight and not 0.00 spayed, adv w/w clinic.

08/09/2017 pex; BAR,mm P+M, crt<2, abdo fine, chest wnl, discussed different conditions an dO mentioned westie lung etc, could GA rads at time of neuter and do bloods."

I agree that in Mrs W's case spaying was *suggested* on several occasions and whilst I appreciate what she says about the matter being simply a discussion about the pros and cons of spaying, I don't think this means that it wasn't suggested to her. There are at least five entries in the pet's clinical history over a period of three years where spaying is suggested by the vet, such that discussion was had about it. And whilst I agree that there's nothing within the notes that supports it was *recommended*, the policy terms don't require this. They only require the spaying to be suggested, and I'm satisfied it was.

It is well known that spaying prevents pyometra and whilst I understand that not doing so doesn't mean a pet will necessarily develop it, this makes no difference. Had Mrs W gone ahead with the spaying suggested, I'm satisfied that the pet wouldn't have developed pyometra. And given the terms of C&G's policy, this leads to a conclusion that the condition is not covered. I understand that Mrs W doesn't feel this is fair but it's not for this Service to determine what conditions an insurer wishes to exclude. So long as the policy terms are clear we wouldn't say it was unfair for an insurer to decline a claim based on them, I'm satisfied that in this case the term that C&G are relying on is clear and they have been able to demonstrate that, on balance, spaying was suggested on a number of occasions by the pet's vet. That doesn't mean that Mrs W was wrong not to spay her pet, but rather that she's not entitled to cover for pyometra as a result of not doing so because it was suggested to her. As such I don't think C&G did anything wrong here.

I turn now to the delay complained about by Mrs W in C&G dealing with her claim. She says that whilst C&G were waiting for her pet's clinical history, they didn't chase this until she prompted them. Whilst this might be right, I don't think this makes any difference to the outcome of her complaint. Mrs W's claim was made on 29 November 2024. C&G contacted the pet's vet on the same day. The clinical history was received by C&G on 23 December 2024- just one month later. That's not a particularly long time in the lifespan of a claim. And given that I've determined C&G were entitled to decline Mrs W's claim in the way that they have, I don't think she was prejudiced by the time it took them to provide her with an answer on her claim more generally.

My final decision

For the reasons set out above, I don't uphold Mrs W's complaint against Casualty & General Insurance Company (Europe) Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 17 November 2025.

Lale Hussein-Venn
Ombudsman