

The complaint

Mrs F complains that Great Lakes Insurance UK Limited declined a claim on her pet insurance policy.

What happened

Mrs F took out a lifetime pet insurance policy for her pet dog. She made a claim on the policy after her dog became unwell. The claim included the cost of spaying.

Great Lakes agreed to pay some of the treatment costs but not the cost of the surgery. It said routine treatment such as spaying is not covered by the policy.

Mrs F complained. She said the spaying wasn't carried out as routine or preventative surgery but as an emergency to deal with an infection. Great Lakes didn't change its decision so she referred the complaint to this Service.

Our investigator initially said he thought it was fair to decline the claim but, after considering further comments from Mrs F, he said Great Lakes should cover the costs of the spaying.

Great Lakes disagreed and requested an ombudsman's decision. It said there's an exclusion for any costs relating to spaying and so these costs are not covered.

I issued a provisional decision saying I was not minded to uphold the complaint. I set out my reasons as follows:

Provisional decision

The relevant industry rules and guidance say insurers must deal with claims promptly and fairly, support a policyholder to make a claim, and not unreasonably reject a claim.

No insurance policy will cover every risk that may result in a policyholder suffering financial loss. It's for insurers to decide what risks they want to accept and they will consider this when deciding whether to offer a policy and if so, on what terms. Where an insurer relies on an exclusion to decline a claim, it's for the insurer to show the exclusion applies and that it's fair to rely on it.

The policy terms set out what is and isn't covered. The policy covers treatment costs but there's an exclusion for "*Any routine and/or preventative treatments*". The exclusion sets out a list of routine or preventative treatments that are not covered, and this includes "*Spaying or castration*".

The exclusion goes on to say:

"This also includes any problems arising from these treatments. This may also be to treat or prevent another condition."

Most pet insurance policies exclude cover for routine or preventative treatment. It's reasonable to expect a policyholder to ensure any routine treatment is carried out, to keep

their pet healthy. But Mrs F points out that in this case, the spaying wasn't done as a routine or preventative measure – her dog had an infection and the treatment was needed to deal with that.

It might not be fair in some circumstances to rely on an exclusion for routine treatment, if the treatment in question wasn't done as a routine measure. But in this case, the exclusion specifically says it applies not just where the spaying is routine or preventative, but also where it is done to treat another condition.

Mrs F has explained how difficult the situation was for her. She also says she tried to speak to the insurer at the time to check her cover, but this was very difficult and when she did manage to speak to someone they couldn't tell her if she was completely covered.

I appreciate how upsetting it would have been, having to deal with her dog being very unwell and deciding on the treatment to be given, and then find she wasn't fully covered. But an insurer wouldn't generally be able to confirm if a claim is covered until it has received the claim and the relevant information about the treatment. And Great Lakes has set out in the policy terms that spaying is not covered where it's done to treat another condition. So that would apply here and in these circumstances, where the exclusion specifically says this, the decision to decline the costs of the spaying was in line with the policy terms and was fair.

Replies to the provisional decision

Great Lakes has replied to say it has no further comments to add.

Mrs F has provided further comments. The key points include:

- She accepts that spaying is excluded, but that shouldn't apply in the circumstances of her case - If pyometra (the infection her dog had) is to be excluded, this should be specifically stated.
- The dictionary definition of "spaying" is for sterilising by removal of specifically the ovaries, leaving the uterus intact. If a dog is spayed by the removal of her ovaries, she may still contract pyometra, which only relates to the uterus.
- In her view it's a wrong approach to say that because ovaries are removed when treating pyometra, this amounts to "spaying".
- The surgery wasn't not "spaying" for the purpose of stopping reproduction but for the purpose of treating pyometra.
- She went to a lot of trouble before the treatment to check that cover was in place, and when she bought the policy she emphasised that she only wanted cover for illness and infection. She was assured this was in place and wasn't told that was unless the infection was pyometra.

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.

I've considered Mrs F's further comments carefully but these don't persuade me to change my decision.

Mrs F says the dictionary definition of a spay only involves the removal of the ovaries. Having considered a number of dictionary definitions, these refer to removing both the ovaries and "*sometimes*" or "*usually*" the uterus. On this basis, it wouldn't be limited to just removing the ovaries.

In any event, the clinical notes say the treatment included a spay. I'm satisfied this is what was done. And the policy term specifically says there's no cover for a spay – even if it is done in order to treat another condition. So the circumstances of the treatment are covered by the exclusion.

The policy did provide cover for illness and infection, and Mrs F would have been able to claim for other conditions. But cover is subject to the policy terms and these limit the cover in certain circumstances.

In the circumstances here, it was fair to decline the claim.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs F to accept or reject my decision before 3 October 2025.

Peter Whiteley
Ombudsman