

## **The complaint**

Mrs P complains that Watford Insurance Company Europe Limited declined a claim on her pet insurance policy.

## **What happened**

Mrs P decided to have her dog spayed. There were problems during the operation which led to her dog suffering an injury. She needed extensive treatment, including further surgery, to put things right.

Mrs P pursued a claim against the vet but this didn't cover all the costs she had incurred. She made a claim on her pet insurance policy but Watford declined the claim.

Watford said the vets had confirmed the claim was a result of post-operative complications following the spaying procedure and the policy excludes any claims for treatment costs relating to routine spaying or any complications related to this.

Our investigator said it was fair for Watford to decline the claim as the policy exclusion would apply in these circumstances. Mrs P 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.

Mrs P's dog suffered a very serious injury as a result of something that happened during the spaying procedure. She says her dog needed lifesaving surgery and has explained how upsetting this was. To then find that she couldn't recover all the costs made what was already a very difficult time even worse. She's explained the impact of all of this on her. I appreciate the whole experience was extremely upsetting for Mrs P, but I think it was fair for Watford to decline the claim. I'll explain why I've reached this conclusion.

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.

When deciding whether a claim has been dealt with fairly, the starting point is the policy terms and conditions, as these set out the basis of the insurance contract agreed between the insurer and policyholder.

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 how much to charge for it. Insurance is always subject to terms and conditions that limit the insurer's liabilities to its policyholders.

The policy provides cover for vets' fees but the cover is subject to the policy terms and conditions. Watford has set out the risks it wishes to cover and the limits on its liabilities. These include an exclusion for

*“ The cost of vaccinations, urine tests, pre-operative blood tests, castration, cryptorchidism (retained testicles), spaying...”*

There's also an exclusion for

*“The cost of treatment or complications arising from treatment, You choose to have carried out and is not directly related to an Injury or Illness, including but not limited to dew claws (unless damaged) and umbilical hernias.”*

So Mrs P is not covered for treatment costs relating to spaying, which is excluded. She is also not covered for any treatment she has chosen to have carried out, which is not to treat an injury or illness, and any complication arising from this.

The treatment Mrs P's dog had was to be spayed. This was not done to treat an illness or condition, but as a preventative measure to avoid possible health problems in the future. Mrs P may have decided to do this on the basis of advice she was given, but it was nevertheless a preventative measure. The policy excludes elective treatment, which is not done to treat an illness or injury, and specifically excludes spaying.

Mrs P points out that further treatment was needed because something went wrong when her dog was spayed, which she says was due to the negligence of the veterinary surgeon. She's not seeking to claim costs for the spaying itself, but for further surgery that was needed to put things right. I appreciate this was a different procedure. But it was necessary because of what happened when her dog was spayed.

The vet has confirmed this was due to complications from the spay that was carried out.

The policy terms are clear and specifically exclude not just the spaying itself, but also any treatment costs related to complications arising from it. This is not a risk Watford has agreed to cover. In the circumstances Watford's decision to decline the claim is in line with the policy terms and is 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 Mrs P to accept or reject my decision before 10 November 2025.

Peter Whiteley  
**Ombudsman**