

The complaint

Mrs C's complaint is about the rejection of a claim made under her pet insurance policy with Wakam.

What happened

In October 2021, Mrs C's dog was spayed. Mrs C says the operation was medically necessary, as her dog had discharge and a temperature which the vet said could be the onset of pyometra, an infection of the uterus, which can be dangerous. Mrs C made a claim under her policy with Wakam for the cost of the operation.

Wakam turned down the claim. Wakam says the medical notes record that although pyometra was initially suggested, it was not diagnosed. It said the policy excludes cover for routine or preventative treatments, such as spaying, so the claim is not covered. After Mrs C complained, Wakam reviewed the matter but maintained the rejection of the claim as it said the treatment was still preventative, even if it was medically advised, so was still excluded from cover.

Mrs C is very unhappy with this and referred her complaint to us. She has made a number of points in support of her complaint. I have considered everything she has said but have summarised the main points below:

- The vet told her the symptoms could be the start of pyometra and the only way to prevent an emergency situation and the potential loss of her dog, was to have her spayed as soon as possible. It was not an emergency but the vet said it was urgent.
- She was given the first non-emergency date for the surgery.
- Wakam has said she delayed surgery to allow for a skin condition her dog was being treated for to clear up but this is incorrect. The dog has been on medication for skin conditions for a long time and to suggest she'd delay surgery for a few days because of this is ridiculous as it would not clear up in a few days anyway; and the vet was not concerned about the surgery being done while the dog was on the medication.
- She intended to breed from the dog, so it was not a routine spaying.
- The cost of the spay operation was £300, whereas any emergency operation as a result of pyometra, which would have been covered under the policy, would have been considerably more.

One of our Investigators looked into the matter. She did not recommend the complaint be upheld, as she was satisfied that Wakam was entitled to reject the claim for the reasons it had.

Mrs C does not accept the Investigator's assessment. She says she has worked in insurance and is well aware of the meaning of the policy terms, which require any treatment to be prescribed which this was.

As the Investigator was unable to resolve the complaint, it has been passed 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.

Mrs C's policy that was in place at the time of this claim said it provided:

"Cover if your pet needs medical treatment.

What we will pay for.

Veterinary treatment If a vet recommends treatment for your pet, we will pay the cost of that treatment."

However, the policy also said:

"Routine treatments or treatments that have not been prescribed

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

Wakam says the surgery was routine, as no diagnosis was made and no abnormalities or signs of pyometra were found, and there was mention in the vet's notes of Mrs C delaying the spay operation. It also says that even though the surgery may have been advised by the vet, it was preventative.

Mrs C disputes this and relies on her vet's letter which says:

"Based on the concern of a Pyometra, I made the medical recommendation for ... [the dog] to be spayed soon given the fact that it could rapidly go from subclinical to full pyometra with potentially fatal consequences".

Mrs C says the policy requires that the treatment be prescribed by a vet and the vet did prescribe the surgery, so her claim should be met. However, the policy terms above also require that the treatment not be "*routine or preventative*". I have therefore got to consider whether Wakam has established that the surgery was "*routine or preventative*".

Wakam referred to an entry in the vet's notes that said Mrs C had delayed the spay operation until the dog's ears had cleared up. Mrs C says her dog had been on medications for skin problems for years and this was irrelevant. She also says she intended to breed from the dog and so did not want it spayed and that delaying for the skin to clear up would be pointless, as it would not clear up in a matter of days.

I have considered the vet's notes about this. They record a conversation between the vet and Mrs C about the dog's scan result and say there was "*no evidence of pyometra on scan or evidence of infection on bloodwork so happy to send home but recommit booking in for scan [I think this should read 'spay'] sooner rather than later. O [owner] reports with herself and ... were delaying spay until ears were handled.*" I can also see that the vet noted that Mrs C called soon after this to ask if the surgery was "*okay with ongoing ears*".

I do not think Wakam is suggesting that the surgery was delayed for a few days but rather has interpreted this as meaning the surgery was considered before any possibility of pyometra had happened but Mrs C had delayed it until the problem with the dog's ears (which seems to have been going on for a few months) had cleared up. I agree with Wakam

that this is a reasonable interpretation of these entries in the vet's notes and that this would indicate that Mrs C had planned to have the dog spayed anyway but the vet had advised to have it done "*sooner rather than later*" after the possibility of pyometra was raised. This would indicate it was a routine procedure and excluded under the policy term set out above.

However, even if I am wrong about this, the policy also excludes preventative treatment, so I have also considered if this surgery was preventative.

In the same letter as quoted above, the vet also said:

"Bloodwork revealed some mild increases which wouldn't normally be cause for concern however the increase in ALT (alanine transaminase) can be an early marker for pyometra. The ultrasound scan revealed a small uterus with no obvious fluid. Pyometra's can present with a variety of clinical signs that if left untreated, can result in severe illness. Given the biomarkers and clinical signs ... [the dog] could have had a subclinical pyometra when initially presented. ...

Once surgery commenced we were able to see that the uterus and reproductive tract looked relatively normal at least macroscopically. A subclinical pyometra will not present in a way where we would need to change our surgical approach from that of a routine ovariohysterectomy which is why we invoiced as such."

And in an earlier letter the vet also said:

"Bloodwork revealed some mild increases but none too concerning at the time. The ultrasound scan revealed a small uterus with no fluid. Based on the concern of a pyometra, I made the recommendation for ... [the dog] to be spayed sooner rather than later as the only way to avoid a pyometra in the future would be a full ovariohysterectomy."

Having considered the vet's notes and the letters written in support of Mrs C's claim, it seems to me that the surgery was preventative. While there was a concern that the dog may develop pyometra, there is no diagnosis of this and no clear result of any test to confirm it was more likely than not that the dog had pyometra. Rather it was only considered a possibility and the further tests and surgery did not give any indication that the dog did have pyometra. The surgery was done to prevent that possibility arising, which means it was preventative.

Mrs C also says it is unfair to exclude cover for this claim, given that if pyometra had developed Wakam would have had to meet the costs of emergency treatment, which would have been much higher. This might be the case but as pyometra was not diagnosed and there is no convincing evidence as far as I can see that it was inevitable that the dog would go on to develop pyometra, I think Wakam is entitled to rely on the policy terms in the way it has.

Having considered everything carefully, I do not think Wakam has acted unfairly or unreasonably in rejecting this claim.

My final decision

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 30 July 2024.

Harriet McCarthy
Ombudsman