

The complaint

Mr K complains that West Bay Insurance Plc (West Bay) declined to cover a claim relating to his dog in full, under his pet insurance policy.

What happened

Mr K's dog became ill. A vet recommended a chemical castration to see if this improved the condition before consideration of a surgical option. Unfortunately, this wasn't successful. Mr K's dog's condition worsened. A surgical castration was then needed due to the development of tumours.

Mr K says West Bay only paid him £150.66 out of a claim that cost £676.11. He says he expected full settlement less his policy excess.

In its complaint response West Bay says it deducted the correct amounts from Mr K's claim as per his policy terms and conditions. It says this information was made available to him at the inception of his policy and at its renewal. West Bay didn't agree to pay any more.

Mr K referred the matter to our service. Our investigator didn't uphold his complaint. He didn't think West Bay acted unfairly when deducting costs relating to the castration and the policy excesses.

Mr K disagreed. He says the terms relating to the deductions weren't mentioned in the key fact's documents. He says the terms changed at renewal in order for West Bay to avoid responsibility. Mr K says it isn't fair that he should have to look up clinical definitions online, in conjunction with his policy terms, to understand what is and isn't covered. Because he disagreed with this outcome Mr K asked that his complaint be considered by an ombudsman.

It has been passed to me to decide.

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'm not upholding Mr K's complaint. I'm sorry to disappoint him but I will explain why I think my decision is fair.

West Bay accepts it's liable to cover some of the costs associated with Mr K's claim. But it has relied on its policy terms to decline the remainder. These costs relate to the chemical and surgical castration procedures.

I've read Mr K's policy terms to understand the cover he has in place. The terms say:

“Section 1: Veterinary Fees:

What is not covered?

Your fixed excess and (if applicable) the additional 10% co-insurance as shown in your policy schedule... If your pet turns 5 years of age mid policy year, the co-insurance will apply in respect of any treatment that takes place on or after your pet's 5th birthday.."

And:

"...Any cost for neutering or spaying your pet unless these procedures are part of the treatment specifically for pyometra or cryptorchidism. No other condition will have these costs covered."

I think these policy terms are clear that any cost relating to neutering isn't covered unless this relates to either of the two conditions specified. I've read the clinical notes made by the vet that treated Mr K's dog. A record from mid-April 2023 states, "*Book in to x-ray and castrate*". A note made five days later says, "*Complex castration. Poor prognosis*".

I can see that West Bay asked Mr K's veterinary practice to provide further comment on the reasoning behind the treatment it provided. In its response the practice said:

"A suprelorin implant was used initially in the hope that it would be effective enough that we could avoid a general anaesthetic and surgery in [Mr K's dog]. However the condition progressed rapidly and it was felt that surgery was necessary in view of the rapid growth of suspected secondary tumours in the testes."

The claim notes show West Bay's underwriter deducted both the chemical castration and the surgical castration costs from Mr K's claim. The notes say this is because its policy terms are clear that neutering is only covered for cryptorchidism and no other purpose.

I understand Mr K's comments that this wasn't a routine castration, but rather an attempt to remove a cancerous growth. I'm very sorry for the upset Mr K has been caused as a result of his dog's illness. But the policy terms are clear that neutering (castration) will only be covered in the event of two specified conditions. Neither of these apply in Mr K's dog's case. So there is no cover under his policy for the costs associated with the chemical or surgical castrations that were performed.

In these circumstances, I don't think West Bay behaved unfairly in deducting these costs from the claim payment.

Mr K's dog was more than five years old at the time of the claim. His policy terms say a fixed excess and 10% co-insurance excess are payable in these circumstances. So, I don't think it treated him unfairly when deducting these fees either.

I've thought about Mr K's comments that he has no idea what "*pyometra or cryptorchidism*" are and this information is buried deep within the policy booklet. Also, that this information isn't contained in the key facts sections of the policy documents.

I acknowledge Mr K's comments, but I wouldn't expect this term to be included in a key facts section. His policy booklet contains approximately 50 pages detailing a large number of terms and conditions. It wouldn't be possible to include all this information in a key facts section. However, West Bay must clearly set out any exclusions in its policy documentation. I'm satisfied that it did so here, and this information was made available to Mr K.

In summary although I'm sorry to disappoint Mr K, I don't think West Bay treated him unfairly in relying on its policy terms when paying the claim amount it did. So, I can't reasonably ask it to do anymore.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 21 September 2023.

Mike Waldron
Ombudsman