

The complaint

Mr E complained that Wakam unreasonably and unfairly refused to cover his claim under his pet policy.

References to Wakam includes all its agents including the insurance intermediary which Mr E was primarily dealing with throughout, for the purposes of this complaint.

What happened

Mr E rescued his cat from a rescue centre. He bought a policy through the insurance intermediary with their previous underwriters to start on 29 November 2022. It was a lifetime policy which provided cover of £7,000 vet fees for new or recurring conditions that could be claimed each year providing the policy was renewed each year.

Mr E decided to increase the extent of his cover to £15,000 as it included some dental cover which his previous policy did not, and after discussion with the insurance intermediary he bought this new policy which was then underwritten with Wakam. This started on 9 June 2023 and it's this policy under which Mr E made his claim.

Sadly, his cat had some dental problems and following sedation for a scale and polish, the cat needed five teeth removed. The amount of the vet costs for the procedure was £454.47, which Mr E then claimed. Wakam said these dental issues were pre-existing to this policy's start date, which was 9 June 2023, so it wouldn't pay his claim.

As Wakam wouldn't change its stance Mr E brought his complaint to us. The investigator was of the view that Wakam hadn't done anything wrong bearing in mind the terms and conditions of the policy. Mr E disagreed and so his complaint 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 this complaint. I'll now explain why.

I appreciate and understand my decision will be disappointing for Mr E. And I'm also appreciative of his in-depth analysis on what he thinks is wrong with the policy wording and therefore why he thinks Wakam is wrong.

Pet insurers like any other insurers are entitled and permitted to decide by the Financial Conduct Authority (FCA) what risks they wish to cover, and what risks they don't want to cover. This is part of their commercial discretion. And as regards any exclusions in the cover provided, insurers are required to detail these fully, which I consider Wakam did here.

This is because in the policy document, it says the following under the definitions section:

'When we say "pre-existing condition" we mean

- Anything your pet has had treatment, medication or advice for in the 24 months before your policy starts.*
- Any condition that showed signs or symptoms in the 24 months before your policy starts and didn't receive treatment, medication, or advice.*
- Any illness or injury that shows signs or symptoms and/or receives treatment, medication, advice during a waiting period.*

...

When we say "treatment" we mean anything needed to diagnose, relieve, or cure a condition. We include examinations, therapies, consultations, surgeries or procedures carried out by a vet and/or nurse. Training or therapies provided by a behaviourists, therapist or vet. Any advice provided by your vet, meaning recorded in your pet's clinical history. Medical or special diet prescribed by a vet for a specific illness or injury. Investigations, tests or monitoring needed to diagnose or monitor a condition.'

Pre-existing exclusions are found in almost every pet policy, so I don't find them unusual. It is standard practice within the pet insurance industry.

The policy also has a limited dental cover which is detailed in the policy as follows:

'Dental

- We will pay for dental treatments prescribed by your vet due to dental illness or accidents.*
- We will pay for crowns only if needed due to an accident.*
- We will not pay for routine scale and polish or crowns or anything that could have been prevented by an annual dental check up. This is important because regular check ups can help stop small problems turning into more complicated issues later.*
- We will not pay for dental treatments where you have not followed the recommended treatment within 6 months.'*

So essentially this policy will cover dental illness whether caused by an accident or not, provided the dental illness is not pre-existing to the start date of the policy.

Mr E also says the pre-existing condition definition refers to 'conditions' not 'treatment'. This is incorrect as the definition of 'pre-existing conditions' clearly includes the words *'treatment, medication or advice'*. And the definition of treatment says *"treatment" we mean anything needed to diagnose, relieve, or cure a condition. We include examinations, therapies, consultations, surgeries or procedures carried out by a vet and/or nurse'*. It also most importantly includes *'investigations'* too. So, I don't find Mr E's understanding of this point to be correct.

To decide whether the dental illness Mr E's cat had was pre-existing or not, we need to look at the vet history of Mr E's cat.

On 31 December 2022 the vet history notes: *'MM pink and moist, moderate tartar buildup with moderate stomatitis'*.

On 13 May 2023 the vet history notes: *'still marked gingivitis - plaque on right upper carnassials, adv dental and assessment of teeth - can try stomodine'*.

On 16 May 2023 the vet history notes: *'Emailed O estimates as requested - Left message for O explaining the prices are different to what I explained yesterday on the phone as there was a glitch in the system and the scale and polish price, I gave on the phone was too much. SOH'*.

On 29 June 2023 the vet history notes: *'Admitted: dental, med/but 0.27/0.1mL IM, good level of sedation reached, alfaxan induction, routine scale and polish, 5 extractions, 108, 409, 407, 309, 208. Resorptive lesions present'*.

So essentially there are three dental issues; stomatitis which I understand is a severe form of oral inflammation; gingivitis which I understand is a swelling of the gums; resorptive lesions is I understand, where the dentin in a single tooth (or several simultaneously) erodes and eventually becomes irreparably destroyed. I also understand all three can be very painful for the cat too. Mr E's cat was having dental problems as early as December 2022 so clearly there was pre-existing evidence of dental disease. More importantly the advice for 'a dental' was given on 13 May 2023 so before this policy was bought by Mr E.

So, Wakam concluded since there was evidence of pre-existing dental disease which clearly was pre-existing to the start date of this policy, which was 9 June 2023, the cause of the claim for the costs involved in the operation by the vet of 29 June 2023, concerned conditions which were pre-existing. Primarily this was because the vet already advised a 'dental' was necessary in May 2023.

However, Mr E argues the existence of resorptive lesions couldn't be found until his cat was under sedation therefore it can't be a pre-existing condition. I'm not persuaded of that given the lesions which essentially reabsorb the tooth damaging it as it occurs, takes at least some time to occur. It's also very unusual for any cat to permit the necessary in-depth examination to see the full extent of any dental disease or diseases. Hence why vets undertake 'routine scale and polish' procedures on cats, which are always done under full sedation for these obvious reasons.

Further it's quite obvious, this cat had dental issues from at least December 2022. So effectively it's very possible in my view that Mr E's cat could have been suffering from all three issues at the same time. That could never be known until the cat's mouth could have been coherently examined, which with most cats can't be done until they are sedated. Mr E does acknowledge due to his cat's temperament examining her mouth was challenging. As the definition of treatment also includes investigations, I consider it's entirely possible and indeed fairly standard that any dental procedure to include a 'routine scale and polish' for cats is always going to be investigative in nature to some extent.

Resorptive lesions is sadly a very common dental issue in cats also. And obviously Mr E's consent was sought before the procedure so that teeth could be removed should the need be required as otherwise the vet wouldn't be entitled to remove them. Obviously too, teeth could also be removed for other issues in such a 'dental' procedure.

Therefore, on balance, just on this vet evidence, I consider it was more than likely this cat's dental issues were indeed pre-existing to the start date of this policy being some 20 days before this operation and the cause of Mr E's claim. More particularly I consider it unlikely on balance that the resorptive lesions occurred within the short period of these 20 days either. More so given the discussions over the need for this operation between Mr E and vet as early as 13 May 2023 given the evidence of dental issues in this cat from as early as December 2022.

There may not be any relation between resorptive lesions and stomatitis plus gingivitis as Mr E contends, there is no evidence to confirm this one way or the other. But likewise, there is no evidence to show the vet thought that there were no lesions on his cat's teeth prior to the sedation for the routine scale and polish either. We have no further vet evidence on that matter, bar the vet history for Mr E's cat.

Wakam's file also clarifies Mr E's knowledge from what his vet told him. Mr E called Wakam on 20 May 2023 to see if this intended procedure on his cat would be covered under the terms of his policy then. He was told no because that policy only provided dental cover for issues arising out of an accident.

And he was advised in that call of 20 May, the policy which he subsequently bought would provide dental cover for dental illness. But he was also advised that if he upgraded to that policy, then the likelihood of the intended claim being pre-existing was very likely, given he had already been to the vet and the vet had already advised his cat required a routine dental.

In the further call recording of 9 June 2023, by Mr E to increase his cover, he was again advised such upgrading of cover resets the terms especially as regards any pre-existing conditions. He was recommended quite clearly and repeatedly to consult again with his vet before upgrading.

Mr E appeared to understand this as Wakam said he replied (which is also heard in the call recording of 9 June 2023) *'it's unlikely to me if I upgrade the policy that you would ever pay out for anything because I just think it's too serious of a condition, it's a chronic gum condition, it stays there for the rest of her life and inevitably it means they'd all fall out if it's not treated, well you can treat it to the extent that you can remove the teeth before they wobble loose eventually but it is a long term life condition.'*

This also shows me that Mr E's vet clearly explained to him that teeth might have to be removed.

In any event Mr E decided to upgrade the policy and was again properly advised as to the situation with pre-existing conditions. Mr E also didn't consult with his vet again before he decided to upgrade his policy then, as he said since it would only cost him a further £3 per month, he felt it was worth that to see if his claim would be covered. Much concerned the fact that as he rescued his cat, he was told then that his cat's teeth were excellent, so these issues were consequently unexpected.

Mr E said in response to the investigator's view *'however, if any of [name of cat] teeth did need extracting during the treatment owing to an undiagnosed condition (in this case, the lesions), I wanted dental cover to reimburse me for the cost of extraction. In this regard, it was reasonable for me to take the risk of spending more money on the complete policy.'* However, the vet invoice doesn't differentiate between the cost of the scale and polish and the tooth extraction in the way Mr E envisioned, as the history and invoice simply state the following:

On 29 June 2023 the vet history notes: *'Admitted: dental, med/but 0.27/0.1mL IM, good level of sedation reached, alfaxan induction, routine scale and polish, 5 extractions, 108, 409, 407, 309, 208. Resorptive lesions present'*.

And then goes on to list the costs as follows.

Date	Product Name	Quantity	Nett	VAT	Total
29/06/2023	Dental Work – Moderate Cat (PHP Dental)	1.00	328.50	65.70	394.20
29/06/2023	Convenia 80mg/ml Inj	0.33	28.04	5.61	33.65
29/06/2023	Loxicom Oral Cat 5ml	1.00	22.18	4.44	26.62

08/07/2023	Post op Dental 1 (no problems)	1.00	0.00	0.00	0.00
Total					454.47'

There is no such distinction between the costs of the scale and polish and then the extractions.

The policy clearly states the following as I detailed above:

'We will not pay for routine scale and polish or crowns or anything that could have been prevented by an annual dental check up. This is important because regular check ups can help stop small problems turning into more complicated issues later.'

Mr E makes much about the fact that the refusal of cover for the scale and polish is qualified by a condition namely of *'anything that could have been prevented by an annual dental check up'*, but I don't think it's clear it was such a qualification due to the word 'or' being used which appears to me to be just detailing another event additionally.

Mr E also makes much of the of the differentiation between 'dental' and 'condition' and that it's wrong to say they are the same thing. He says his cat's teeth were removed due to the 'lesions' however his vet doesn't actually say that, although I consider it's more than likely. The vet just like Wakam, tends to refer to the whole procedure as 'a dental', which is fairly standard terminology between vets and insurers in my view.

It's also common in pet policies to have either dental issues completely excluded, or such limited cover as seen here. So, this dental restriction plus the pre-existing conditions exclusions is also common and isn't an unusual feature of pet policies.

Therefore, in conclusion, taking the fact Mr E's cat had dental problems since December 2022; plus the fact Mr E was advised his cat needed 'a dental' on 13 May 2023; plus the absence of vet evidence to explain precisely why teeth were removed, albeit 'resorptive lesions' were noted; plus the lack of any detail on the different costs for a scale and polish and then extractions, I consider on balance Wakam did nothing wrong in refusing to pay this claim on the basis the cat's dental issues were pre-existing to the start date of his policy.

My final decision

So, for these reasons, it's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 14 March 2024.

Rona Doyle
Ombudsman