

## **The complaint**

Ms K complains that Wakam unfairly declined a claim under her pet insurance policy.

Where I refer to Wakam, this includes the actions of its agents and claims handlers for which it takes responsibility.

## **What happened**

The detailed background to this complaint is well known to both parties, so I'll only summarise the key events here.

Ms K adopted a dog from Europe. She took out pet insurance, underwritten by Wakam, effective from 27 October 2023.

In February 2024, Ms K made a claim for vet fees incurred in treating her dog for leishmania. But Wakam declined it on the basis the condition pre-existed prior to the start of the policy. It said the dog had grains on its ears which is a sign of the condition.

Ms K didn't think this was fair. She says her dog was tested for many conditions, including leishmania, before coming to the UK. And the results were negative. She raised a complaint, which she brought to our Service.

Our Investigator upheld the complaint. He wasn't satisfied Wakam had proven, on balance, that the signs and symptoms presented prior to the policy were linked to the leishmania. And that Ms K was unlikely to have known there was a condition that required treatment when she took out her policy. He recommended that Wakam settle the claim plus interest and compensation.

As Wakam didn't agree, the 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.

The Financial Conduct Authority's (FCA) Insurance Conduct of Business Sourcebook (ICOBS) requires businesses to handle claims promptly and fairly, provide information on the claim's progress, and to not unreasonably reject a claim. I've kept this in mind when considering Ms K's complaint.

When making a claim under an insurance policy, the onus is on the policyholder to prove they have a valid claim. If they do, the insurer should cover the claim unless it can prove that a policy condition or exclusion applies.

In this case, Ms K's dog was diagnosed with leishmania – a parasitic infection – requiring treatment, which is something the policy covers. So, on the face of it, she's demonstrated that she has a valid claim.

As Wakam seek to rely on the policy exclusion for pre-existing conditions, the onus is on it to show the exclusion applies. The relevant policy term says:

*“We will not pay for any costs relating to pre-existing conditions.”*

The policy provides the following definition:

*“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.”*

Wakam seeks to rely on the medical notes dated 5 October 2023, which are from an examination before the dog arrived in the UK and have been translated. This shows Ms K’s dog had *“grains on ears”*. I haven’t been provided with any professional opinion from a vet or suitably qualified expert to satisfy me that these grains on Ms K’s dog’s ears were a sign or symptom of leishmania. In fact, the professional opinion provided by Wakam makes no comment on the grains on the ears.

The translated medical notes also show Ms K’s dog received a negative test result for leishmania. Wakam has provided comments from its *“technical team of registered vets”* which says dogs can repeatedly test negative for leishmania even though they display signs of being infected with leishmaniasis and that further testing should’ve been carried out. But I’m not persuaded by this evidence as I haven’t been provided with the author’s name and credentials so I can’t satisfy myself that this opinion has been provided by a suitably qualified person.

But even if I was satisfied that Ms K’s dog displayed signs of leishmania prior to the start of the policy – which, to be clear, I’m not – our Service’s longstanding approach to complaints of this nature is not limited to when the signs or symptoms first arose. We’ll also consider when Ms K first knew – or ought reasonably to have known – there was something wrong with her dog which was likely to lead to investigation / treatment and a claim on her policy.

When Ms K took out her policy, she was in receipt of a negative test result for leishmania. So I’m not persuaded she had any reason to suspect that her dog was infected. So it wouldn’t be fair or reasonable to deem the leishmania as a pre-existing condition on that basis.

In summary, I’m not satisfied Wakam’s decision to decline the claim was in line with the policy terms or fair in the circumstances. This is because it hasn’t shown that, on balance, the symptoms displayed prior to the policy were leishmania. And, even if it did, I’m not persuaded Ms K would’ve reasonably have known when taking out the policy that there was something wrong with her dog which was likely to lead to investigation / treatment and a claim on her policy.

### **My final decision**

For the reasons I’ve explained, I uphold this complaint and direct Wakam to:

- pay Ms K’s claim, minus any policy excess and up to the policy limits, plus 8% simple interest per annum from the date Ms K paid the vet until the date she is reimbursed.

- pay £150 compensation for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms K to accept or reject my decision before 18 April 2025.

Sheryl Sibley  
**Ombudsman**