

## **The complaint**

Miss K complains that Wakam declined a claim on her pet insurance policy.

## **What happened**

In April 2024 Miss K's dog became ill with haemorrhagic gastroenteritis and needed treatment. She claimed for the treatment costs but Wakam declined the claim. Wakam said her dog had been treated for the same condition before the policy started, so it was a pre-existing condition and wasn't covered.

Miss K challenged this and provided further comments from her vet, but Wakam didn't change its decision.

When she referred the complaint to this Service, our investigator said although the symptoms were similar, the evidence didn't show the different episodes were connected, or that this was a chronic condition. He didn't think it was fair to consider this a pre-existing condition and asked Wakam to pay the claim.

Wakam didn't agree and requested an ombudsman's decision. It says the claim was referred to its team of technical experts, who confirmed it was a pre-existing condition.

## **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 relevant industry rules and guidance say insurers must deal with claims promptly and fairly, and not unreasonably reject a claim.

As with all insurance, the cover is subject to the policy terms and conditions, and cover is limited for any pre-existing condition a pet may have had.

The policy defines a pre-existing condition as:

- *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.*

The policy will only cover these conditions in the following circumstances:

*We cover these conditions after the waiting period, as long as 24 months have passed since they last received treatment, medication or advice.*

The policy cover ran from 14 July 2023. Wakam says this is a pre-existing condition because Miss K's dog was treated for haemorrhagic gastroenteritis in December 2022 and June 2023. So it wasn't free from treatment or advice in the 24 months before the policy started.

Although Miss K's dog was treated for haemorrhagic gastroenteritis before the policy started, I don't think it would be fair for Wakam to consider this a pre-existing condition, for the following reasons:

- Wakam's in-house advice was that this was the same condition. They said the policy definition refers to anything that shows the same signs or symptoms, and the different episodes did have similar symptoms.
- I note the comments included the following - "*whether the instances are related are not relevant to this as the pet received treatment for HGE prior to inception.*" But applying the policy term this way would mean that, once a pet has a problem, if a similar problem happens again – even years later, and not in any way connected to the earlier one – it would be excluded.
- It's long been our approach that it will generally be fair for the insurer to treat it as one condition if the different problems are directly related, or have the same underlying cause. But this would not be fair if the different episodes are not connected.
- Miss K's vet has said the episode in 2024 is not related to the issues in 2022 and 2023 as there was a year between them and they believed the symptoms were not related.
- In further correspondence, the vet commented that the episode in 2024 was not related to the earlier episode in 2022 - there was a year and a half between these, with no sign of diarrhoea, vomiting or inappetence in between, and this is too long a gap for it to be a chronic condition. The two episodes were likely triggered by different infections.
- It seems the episode in June 2023 was treated by a different vet. But that was still 10 months before the treatment in April 2024.
- The situation is that there was one incident in 2022, which was successfully treated; another in June 2023, which again was treated; and then the final incident in April 2024.
- The symptoms were similar but not the same. Given the length of time between each episode, and that the notes don't say they are connected, it's more likely there were three isolated incidents, probably caused by something her dog ate. The evidence doesn't show this was an ongoing or chronic condition.

### **My final decision**

I uphold the complaint and direct Wakam to settle the claim in line with any policy excess and the policy limits. If Miss K has already paid the vet's fees, Wakam should add interest from the date she paid the fees to the date of payment at 8% a year simple.

If Wakam considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Miss K how much it's taken off. It should also give Miss K a tax

deduction certificate if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss K to accept or reject my decision before 30 May 2025.

Peter Whiteley  
**Ombudsman**