

The complaint

Mr A complains Wakam unfairly declined a claim made on his pet insurance policy.

Any reference to Wakam includes the actions of its agents.

What happened

The circumstances of this complaint are well known to both parties. And as our Investigator detailed what happened in their view, I won't repeat events. Instead, I will focus on the reasons for my decision.

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 support consumers to make a claim. And they shouldn't unreasonably decline a claim.

Wakam has said treatment Mr A's dog ("Y") received in September 2024 for "lameness" isn't covered because it's connected to treatment Y received in April 2023 – which was before the policy started, in October 2023.

Mr A had cancelled his previous policy with Wakam owing to an increase in premium costs. Instead, he took out a new policy with Wakam, as a new customer, in October 2023. And it's this policy which is relevant to the complaint.

The terms of the policy say:

"Claims and costs we don't cover:

Pre-existing conditions, except if your pet is covered under our pre-existing plan or the medical condition becomes eligible for cover at a later date."

"We define pre-existing condition as

- Anything your pet has had treatment, medication, or advice for in the 24 months before your plan starts.*
- Any medical condition that showed signs or symptoms in the 24 months before you plan starts.*
- Any illness or injury that shows signs or symptoms and/or receives treatment, medication, advice during a waiting period.*
- We consider advice to include anything observed and recorded in your pet's clinical history."*

It's not unusual for an insurer not to cover pre-existing conditions. If it's clear the condition

being claimed for was present before the policy started, it's generally fair to exclude cover for that specific condition. Here, I'm satisfied the policy terms make it clear treatment, medication, or advice for a condition in the 24 months before the policy starts isn't covered.

Mr A has said it wasn't made clear to him – when taking out his new policy – that pre-existing medical conditions weren't covered. He's concerned about this because the claim hasn't been covered. I've listened to the call with Wakam, but I'm not persuaded the information Wakam gave was misleading.

However, I still need to determine if Wakam has fairly applied the pre-existing medical condition it seeks to rely on to decline Mr A's claim. To do so, Wakam needs to show the treatment Y received in September 2024 for lameness was the same underlying cause as that in April 2023.

To show the conditions are connected, Wakam has relied on the veterinary note from September 2024 which says: "[Y] *hasn't really improved since last seen in April.*" On its face, I understand why Wakam considers this to show it's linked. But Mr A and a senior Vet at Y's practise has said this isn't an accurate reflection of Y's health – and that Y was brought in by someone other than Mr A when he was seen in September 2024. So, I've thought about this in the context of the other evidence.

The vet has provided commentary, saying:

“[...] In April 2023 there was some paw pain which was absent in September 2024, and in September 2024 there was evidence of elbow disease which was absent in 2023. Therefore, it remains my professional opinion that these are two unrelated issues, albeit on the same limb.”

Adding:

Based on CT scans performed recently, [Y] is exhibiting the effects of bilateral elbow dysplasia. The right elbow is affected more than the left elbow at this time. [...] This contrasts with the episode in April 2023 when [Y] had a mild limp on the right front leg, but there was no indication of any elbow pain or joint effusion at that time, merely a sore paw.

So, whilst lameness might have presented at both times, on balance, I'm persuaded the underlying cause is different – as in April 2023, it's related to Y's paw, and in September 2024 it's elbow disease.

In support of Mr A's position that the conditions aren't connected is that there's approximately 18 months between the April 2023 and September 2024 visits. I think it's likely, if Mr A had concerns about Y and lameness during this time, he would have brought him to the vet's to be seen. In any event, when Y was seen in June 2023 – for a separate matter – there's no mention of lameness in the clinical notes, which suggest it wasn't apparent at that time.

So, on balance, I'm not persuaded Wakam has shown the underlying cause of the condition in September 2024 is connected to the condition in April 2023, and so, it can't reasonably rely on the exclusion it has to decline Mr A's claim. In circumstances like this, Wakam will need to pay the claim.

Wakam has paid £50 to acknowledge its service fell short, but as I consider its decision to unfairly decline the claim to have caused Mr A avoidable upset, I consider £150 compensation in total to fairly reflect the difficulties he's experienced. And so, Wakam will

need to pay an additional £100 compensation.

My final decision

My final decision is I uphold this complaint and direct Wakam to:

- Pay the claim.
- If Mr A has already paid the veterinary bill, Wakam should reimburse him this together with simple interest at 8% a year from the date Mr A paid the bill to the date it is refunded.
- Pay an additional £100 compensation.

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

Nicola Beakhust
Ombudsman