

## The complaint

Mrs B complains Wakam unfairly declined a claim made on her 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 the Investigator detailed what happened in their view, I won't reiterate events here. 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; support a policyholder to make a claim; and not unreasonably reject a claim.

Mrs B's policy terms say Wakam will pay veterinary treatment. But, like any insurance policy, there are exclusions. Here, Wakam is relying on the exclusion that it *"will not pay for medical conditions or complications related to breeding or pregnancies"* because Mrs B's claim was for her dog's emergency c-section.

It's not in dispute the treatment Mrs B's dog received was for complications related to their pregnancy. So, on its face Wakam's decision to decline the claim is in line with the policy terms and conditions.

But Mrs B says it's decision to decline the claim is unfair because she says she was told on a call with Wakam – before the treatment took place – that it would be covered by the policy. And Mrs B says she would have found a cheaper, alternative veterinary practice to carry out the procedure had she known it wasn't going to be covered.

Wakam has provided screen shots of its telephone records from the date Mrs B says the call took place. The records show one, inbound call, from the relevant telephone number took place. However, the call happened outside of Wakam's telephone line opening hours and lasted 29 seconds. So, on the balance of probabilities, I think it's very unlikely a discussion was had between Mrs B and Wakam about the treatment and likelihood of it being covered by the policy. So, I'm not persuaded Wakam told Mrs B the treatment would be covered.

But even if it had, I don't consider this means Wakam would be responsible for accepting the claim because even if Mrs B had been told the treatment wouldn't be covered, I'm not persuaded she would have acted differently. I must keep in mind this claim was for emergency treatment, so I think it's unlikely Mrs B would have spent time looking for the most cost-effective treatment rather than go to her dog's registered vet considering the health of her dog and its puppies were at risk.

So, I'm satisfied Wakam's decision to decline the claim is both in line with the policy terms and fair and reasonable in the circumstances.

Mrs B has said Wakam's communication was poor, and that it took long to provide an outcome to the claim. Wakam has acknowledged its service fell short in these respects and has paid £40 compensation to recognise this. I agree Wakam ought to have been able to provide an outcome to the claim sooner than three months, but I haven't been provided with information which persuades me further compensation is warranted. So, I won't be directing it to do anything else.

I understand my decision will be disappointing for Mrs B. As a prudent pet owner, I don't doubt she had her dog's best interests at heart, but for the reasons set out above, I'm not upholding this complaint.

### **My final decision**

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 14 August 2025.

Nicola Beakhust  
**Ombudsman**