

## **The complaint**

Ms H complains that Wakam has 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 H holds a pet insurance policy, underwritten by Wakam. She made a claim for myotherapy treatment for her dog.
- Wakam declined the claim as it said there isn't cover under the policy for myotherapy. It says the policy lists what complementary treatments are covered, but this isn't one of them.
- Ms H says the policy covers physiotherapy, which is not a treatment in itself, but an umbrella term which encompasses many different treatment techniques. She says myotherapy is a form of manual therapy which therefore is classed as physiotherapy. In addition, she says Wakam has covered claims she'd made for myotherapy in the past.
- Wakam maintained its decision to decline the claim. But it recognises that it may have paid previous claims in error. It's offered £150 compensation for any distress caused.
- Ms H remained dissatisfied, so she brought her complaint to our Service.
- Our Investigator was persuaded that claims for myotherapy should be met by the policy on the basis that it's a form of muscle therapy which involves manual techniques to improve movement and reduce pain. As this is a form of physical therapy, much like what is involved under physiotherapy which improves movement and eases pain, she believed Wakam should accept Ms H's claim, plus interest and compensation.

As Wakam didn't agree with our Investigator, 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.

Having done so, I've reached the same outcome as our Investigator, and for broadly the same reasons. Before I explain why, I wish to acknowledge the parties' submissions in

respect of this complaint. Whilst I've read them all, I won't comment in detail on every single point that has been made. Instead, I'll focus on the key points that are relevant to the outcome I've reached. That's in line with our remit, which is to resolve complaints promptly and with minimal formality.

I need to bear in mind the general approach to interpreting policy terms, where the following principles generally apply:

- The words of the policy must be given their ordinary meaning and reflect the intention of the parties and the commercial sense of the agreement;
- A literal construction that leads to an absurd result or one obviously contrary to the parties' intention should be rejected, if an alternative more reasonable construction can be adopted;
- Where there's ambiguity, the construction which is more favourable to the insured should be adopted.

Ms H's policy provides cover for complementary treatment. The policy defines the cover as:

*“Treatment for hydrotherapy, homeopathic and herbal medicines, acupuncture, physiotherapy, osteopathy or laser therapy if recommended by a vet.”*

It goes on to provide a weblink of a list of approved qualifications and organisations that are accepted.

Ms H's claim is for myotherapy, which isn't specifically listed in the policy cover. But it does list physiotherapy, which is an umbrella term for a range of different types of physical and manual therapy that involve treatments such as massage, exercise, acupuncture, and electrotherapy.

Wakam has opted to use an umbrella term in the list of complementary treatment it is prepared to cover, rather than providing a clear breakdown of what types of physiotherapy will be covered. And without a list of excluded treatments, it leaves the policy open to interpretation over what is and isn't physiotherapy.

Myotherapy is a form of muscle therapy that involves manual techniques such as massage and tailored exercise programs to improve movement and reduce pain. And so, on the face of it, myotherapy has the characteristics of physiotherapy and could be thought of as a type of physiotherapy.

Ultimately, I'm not a medical expert so it's not for me to determine whether myotherapy is a type of physiotherapy. And I haven't been provided with any independent professional opinion to argue the point either way.

But my role is to decide how the policy should be interpreted. The ordinary meaning of physiotherapy – and what most people would consider it to be – is a range of different treatment types to help restore movement and function. Given the characteristics of myotherapy, I don't think it's unreasonable or an absurd result to conclude that it's a type of physiotherapy. And by using an umbrella term with no clear definition or exclusions, there is ambiguity.

As such, I'm not persuaded Wakam has declined this claim in line with the policy terms or treated Ms H fairly.

I appreciate Wakam say it's not fair to accept Ms H's claim when it's declined claims for myotherapy from other customers. But I'm only looking at this individual complaint. That said, Ms H has had claims for myotherapy paid in the past. And I think it's fair to conclude that if Ms H has had claims paid, other customers have. So arguably, it's not clear why it's fair to reject Ms H's claim for myotherapy where other customers have had the benefit of cover. Wakam should provide a fair and consistent approach to all claims and if its automated system doesn't do this, that's something for it to address internally.

If Wakam doesn't have the appetite to cover claims for all types of physiotherapy and only wishes to provide cover for certain treatments, it only need make that clear and unambiguous within the policy terms by being more specific or adding policy exclusions.

### **My final decision**

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

- pay this claim, minus any policy excess and up to the policy limits, plus 8% simple interest per annum from the date Ms H paid for this treatment until the date she is reimbursed,
- pay the compensation of £150 previously offered.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H to accept or reject my decision before 13 October 2025.

Sheryl Sibley  
**Ombudsman**