

The complaint

Mrs P is unhappy Wakam turned down a claim she made on her pet insurance policy.

What happened

In June 2024 Mrs P claimed on her policy for the cost of removing deciduous (puppy) teeth from her dog (P). Having reviewed information from P's vet Wakam declined the claim. It said the policy didn't cover routine or preventative healthcare which it thought applied here. In his most recent view our investigator agreed the surgery P had received was preventative and thought Wakam had fairly turned down the claim.

Mrs P didn't agree. She accepted the surgery was in part preventative but the overcrowding of teeth in P's mouth was already present and the treating vet said that was affecting the position of permanent teeth. She also thought that was causing P discomfort which stopped once the surgery took place. And the surgery went far beyond the examples of preventative treatment the policy contained.

She also said the policy excluded dental cover where recommended treatment hadn't been carried out within six months. So if she hadn't gone ahead with the surgery and there had been subsequent issues with the teeth which required treatment the policy wouldn't have covered that. She thought that was unacceptable and meant the policy didn't provide proper consumer protection.

So I need to reach a final 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 rules and industry guidelines say Wakam has a responsibility to handle claims promptly and fairly. It shouldn't reject a claim unreasonably

I've looked first at the terms and conditions of Mrs P's policy. The does include dental cover and says "*we will pay for dental treatments prescribed by your vet due to dental illness or accidents*". However, the policy contains a general exclusion which says "*we will not pay for any routine or preventative healthcare, for example, vaccinations, tick, worming and flea treatments, grooming and nailcare, spaying and neutering*".

Treatment includes "*anything needed to diagnose, relieve, or cure a condition*". The policy defines condition as "*any physical or mental health problem that is caused by an illness or injury that needs treatment to cure or alleviate symptoms*". The definition of illness is "*any disease, sickness, signs or symptoms or infection suffered by your pet*".

In this case I understand the surgery resulted from P having deciduous (or puppy) teeth which hadn't fallen out as expected. The treating vet said "*although there was no obvious pain food particles were likely to get lodged between the permanent and deciduous teeth*".

Remove of these deciduous teeth early rather than late was considered to be the best course of action to prevent and limit the damage done by overcrowding and give the adult teeth the best chance of settling in the correct anatomical position". He went on to say "the amount of deciduous teeth present is clearly an abnormality not often seen and without correction would lead to future oral pathology".

Given the reference to the presence of the deciduous teeth being an abnormality (which had clearly been identified by the vet) I think that would reasonably constitute an illness as defined in the policy. But for cover to be available the surgery would also need to fall within the definition of treatment the policy contains. That means it would need to be required to cure or alleviate symptoms.

In this case the primary reason for the surgery doesn't appear to have been treat existing symptoms but to prevent problems occurring in future. That's what the vet's comments focus on (for example the reference to "*future*" oral pathology occurring without correction). It's also supported by the clinical notes from the time. They identify a "*risk of infection / food trapping between permanent and deciduous teeth*" but don't suggest that's a current problem. And while Mrs P has drawn attention to an improvement in P's behaviour after the surgery took place that doesn't in itself evidence there's a clear link between these issues.

But I appreciate there may have been some issues caused by the presence of the deciduous teeth. The vet has provided an addendum to a previous letter which says at the point the surgery took place there was a "*degree*" of abnormal positioning of the permanent teeth. However, he hasn't gone into further detail about the extent of that. Even if that is the case I don't think there's sufficient evidence of treatment being required to cure or alleviate an existing problem for this to meet the policy definition of treatment.

The evidence indicates to me it was primarily a preventative measure which is something the policy specifically excludes. I recognise the examples within that exclusion are different to what happened in this case. But I don't think that means the exclusion doesn't apply to what did happen here (and for the reasons I've already explained I don't think the surgery falls within the policy definition of treatment in any event).

Mrs P says if she hadn't gone ahead with the preventative surgery and there had been subsequent problems with P's teeth Wakam wouldn't have covered that as it would have said recommended treatment hadn't been carried out. I'm not sure the clause she's referenced would apply given I'm not persuaded the surgery meets the definition of treatment the policy contains.

However, the policy does separately say "*we are not able to pay claims where you have not followed your vet's advice...*". But I don't think that's an unusual or unreasonable term of the policy. Not taking measures as recommended by a vet would increase the risk to an insurer of it having to pay out claims in the future. I think it's reasonable Wakam wants to protect itself against that. I don't think that means the policy doesn't provide Mrs P with proper protection; where she's followed veterinary advice in relation to preventative measures the policy would provide cover should a problem then arise in future.

In her initial complaint to us Mrs P also raised concerns about what she was told by Wakam when she contacted it about the surgery prior to this taking place. However, she doesn't appear to have raised that in correspondence with it. If Mrs P continues to have concerns about this issue she'd need to raise that with Wakam before we could consider it.

My final decision

I've decided not to uphold this complaint. Under the rules of the Financial Ombudsman

Service, I'm required to ask Mrs P to accept or reject my decision before 22 August 2025.

James Park
Ombudsman