

## **The complaint**

Mrs M complains that Wakam 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.

- On 22 October 2024, Mrs M took her dog to the vet because he'd swallowed a foreign body. The vet recommended x-rays and surgery if necessary.
- Mrs M was hesitant to put her dog under sedation, so she decided to see if the foreign body would pass through on its own. This was against the vet's advice.
- On 23 October 2024, Mrs M's dog hadn't passed the foreign body, so x-rays were carried out. And on 24 October 2024, surgery took place to remove the foreign body.
- Mrs M made a claim under her pet insurance policy for the associated vet fees, but Wakam declined it on the basis that Mrs M had failed to follow vet advice and had delayed recommended treatment.
- Mrs M raised a complaint. She provided a letter from her veterinary practice to confirm that the delay of one day hadn't impacted the treatment needed or the outcome of it.
- Wakam maintained its decision to decline the claim, so Mrs M brought her complaint to our Service for an independent review.
- Our Investigator upheld the complaint. He didn't think Wakam had acted in accordance with relevant regulatory rules, nor did he think it had treated Mrs M fairly. He recommended that Wakam pay the claim, plus interest and compensation.
- Wakam didn't accept this outcome, but made an offer to pay what it would've cost for treatment and surgery had this gone ahead on 23 October 2024. It asked Mrs M to obtain the estimate of costs from the vets.
- Mrs M declined the offer, as it wasn't clear how much Wakam was offering to pay.

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.

I've taken into account the relevant law and regulations; regulators' rules, guidance and standards; codes of practice; and (where appropriate) what I consider to have been good industry practice at the time.

The relevant terms and conditions of Mrs M's policy says:

*"We'll pay all claims that meet our terms and conditions. We may not pay claims that could have been avoided or that could have been less severe if you had carried out your responsibilities. Your responsibilities are to:*

- *follow your vet's advice*
- *not delay treatment recommended by your vet."*

Wakam rely on this policy condition to decline Mrs M's claim. It says Mrs M didn't follow the vet's advice on 22 October 2024 to have x-rays carried out and surgery was delayed.

It's not in dispute that Mrs M didn't immediately follow the vet's advice and she delayed recommended treatment for approximately one day. But in order to decline the claim on the basis on the policy condition above, Wakam needs to show the claim could've been either avoided or less severe had Mrs M acted differently.

Wakam says if Mrs M had followed the advice, the vet *"would have possibly been able to attempt to remove the [foreign body] via an endoscopy before the [foreign body] had a chance to enter [Mrs M's dogs] stomach, depending on the results of the x-ray on that day"*.

But looking at the vet's notes, I can't see any mention of the possibility of an endoscopy. The advice from the outset was always that surgery would be required. Given Mrs M's dog had swallowed the foreign body the day before (21 October 2024) and had eaten food since then which he'd been unable to keep down, I'm persuaded the foreign body had already had the chance to enter the stomach and the outcome was always going to be surgical removal.

In support of Mrs M's position, the veterinary practice has provided the following statement:

*"I would just like to say in my professional opinion, that the delay in which [Mrs M's dog] received the enterectomy surgery to remove the foreign body did not contribute to making the treatment less severe. The surgery options and outcome of the surgery would have been exactly the same whether [Mrs M's dog] received this surgery on the proposed date of 23.10.24 or the actual date of 24.10.24."*

As such, I've seen no persuasive evidence that Mrs M's actions caused any impact to the claim presented to Wakam. Rather, the veterinary advice is that the treatment options and outcome was *"exactly the same"*.

I've also thought about whether Mrs M acted unreasonably in the circumstances. And I'm not persuaded she did. It's common for dogs to swallow foreign bodies and to pass them through with no problems. So it's understandable that Mrs M would want to give her dog the chance to do so before subjecting him to sedation and surgery which could've been unnecessary. I'm mindful that had Mrs M's dog passed the foreign body naturally, it would've saved Wakam the cost of the claim.

As such, Wakam hasn't been able to persuade me, on the balance of probabilities, that the claim could've been either avoided or less severe had Mrs M not delayed surgery by one

day. So it follows that I'm not satisfied it declined the claim correctly or fairly in the circumstances.

### **My final decision**

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

- pay Mrs M's claim, minus any policy excess and up to the policy limits, plus 8% simple interest per annum from the date the vet was paid until the date she is reimbursed.
- pay compensation of £200 for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 5 September 2025.

Sheryl Sibley  
**Ombudsman**