DRN-5700458

The complaint

Mrs A complains that Wakam declined some claims on her pet insurance policy.

What happened

Mrs A took out a policy, underwritten by Wakam, which started on 9 December 2024. Later that month, her cat needed urgent treatment for a blocked bladder. She made an initial claim on her policy, followed by some continuation claims, but these were declined.

Wakam said the condition had been present before the policy started and, as a pre-existing condition, it wasn't covered.

Mrs A complained but Wakam didn't change its decision. Wakam said the claim was declined because the treatment began before the policy start date, and there hadn't been a full 24-month period without treatment, medication or advice for the condition.

When Mrs A referred the complaint to this Service, our investigator said it wasn't fair to decline the claim because the evidence didn't show Mrs A's cat had symptoms, treatment or advice for a bladder problem within 24 months before the policy began.

The investigator asked Wakam to reassess the claims and pay anything due under the policy terms, together with compensation of £100 for the distress and inconvenience caused to Mrs A. Wakam disagreed and provided further comments but the investigator didn't change their view.

Wakam has requested an ombudsman's decision. The comments it has provided include:

- The clinical notes show that in June 2024, Mrs A's pet was on a special diet and taking supplements, and was showing signs of cystitis, which was a symptom of the condition. The supplements are a form of over the counter medication, used to treat or prevent urinary and bladder issues.
- It didn't decline the claim due to treatment being prescribed by a vet, but because there were signs and symptoms of the condition, and over the counter supplements/medication were given.
- It doesn't apply any special terms to define medication, as it refers to the accepted definition of medication, which includes any medication, not just that prescribed by a vet.

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. They should settle claims promptly once settlement terms are agreed.

The policy provides cover for treatment costs but there are conditions and exclusions that may apply to any claim. In particular, cover is limited for pre-existing conditions.

The policy defines a pre-existing condition as:

- *Anything your pet has had treatment, medication or advice for in the 24 months before your policy starts.*
- *Any condition that showed signs or symptoms in the 24 months before your policy starts and didn't receive treatment, medication, or advice.*
- *Any illness or injury that shows signs or symptoms and/or receives treatment, medication, advice during a waiting period.*

The policy will only cover these conditions in the following circumstances:

"We cover these conditions after the waiting period, as long as 24 months have passed since they last received treatment, medication or advice."

The policy cover ran from 9 December 2024. Wakam says this is a pre-existing condition and refers to a note in the clinical records from June 2024, which says Mrs A's cat was "*on c/d food for stress, urinary tract and weight. also 1 pouch of Felix. Also has cytease equivalent and Yumove stress. Infrequently showing cystitis signs now- max once month".*

So Wakam says her cat wasn't free from treatment or advice in the 24 months before the policy started.

The notes do show Mrs A's cat was showing signs of the condition before the policy started. But I don't think it would be fair for Wakam to exclude this a pre-existing condition, for the following reasons:

- If there have been signs or symptoms in the last 24 months, it's a pre-existing condition. However, the policy covers pre-existing conditions if 24 months have passed from the last date of treatment, medication or advice - a claim will be covered unless there has been "*treatment, medication or advice"* during the last 24 months.
- Mrs A's cat had been treated for the same condition previously in 2022, but that was more than 24 months before the policy started.
- The definition of treatment includes "*Medication or special diet prescribed by a vet".* There was no medication prescribed by the vet and no other treatment or advice. So I don't think Wakam can say there was any treatment.
- But medication (even if not prescribed) is included in the definition separately from treatment.
- Medication is not defined in the policy terms so I've considered the ordinary definition of this and typical definitions include -
    - *a medicine, or a set of medicines or drugs, used to improve a particular condition or illness;*
    - *a drug or other form of medicine that is used to treat or prevent disease;*
    - *any substance (other than a food or device) intended for use in the diagnosis, cure, relief, treatment, or prevention of disease or intended to affect the structure or function of the body.*
- The definitions all refer to drugs or medicine and not food supplements.
- Mrs A's vet has confirmed they did not prescribe any medication. I appreciate they mentioned her cat having "*supplementary (over the counter/online meds)...*"

However, I've considered the nature of the supplements Mrs A gave her cat. These were food supplements rather than drugs, designed to support her cat's health and provide a calming effect during stress. I don't think food supplements would meet the definition of medication, as set out above. So I don't think it would be fair to say Mrs A's cat had been given medication.

- On this basis, there had not been any treatment, medication or advice from a vet in the previous 24 months.

Mrs A's cat was seriously ill and needed expensive treatment. This was a very upsetting time for her, made even more difficult when the claim was declined and she had the added worry of having to find the funds to pay the treatment costs herself. It's fair that she is compensated for this.

My final decision

I uphold the complaint and direct Wakam to:

- Settle the claims in line with the remaining policy terms and conditions, and pay interest on this from the date Mrs A paid the treatment costs to the date of payment at 8% a year simple.
- Pay compensation of £100 for the distress and inconvenience caused to Mrs A.

If Wakam considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mrs A how much it's taken off. It should also give Mrs A a tax deduction certificate if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 25 September 2025.

Peter Whiteley
Ombudsman