

The complaint

Miss S complains that Wakam declined a claim on her pet insurance policy.

What happened

Miss S took out a pet insurance policy for her dog. The policy is underwritten by Wakam and her cover started on 31 May 2024.

In November 2024 Miss S made a claim on the policy for some treatment relating to an eye condition following a referral to an ophthalmologist in September. Wakam declined the claim. It said her dog had had treatment or medication for conjunctivitis and signs of blepharitis since before the policy started, and the clinical evidence didn't show the treatment claimed for was unrelated to the ongoing condition.

Miss S disagreed and provided further comments from the vet. Wakam reviewed these but didn't change its decision. It did, however, accept there had been some delays and paid compensation of £75 in respect of this.

Our investigator didn't think it was fair to decline the claim. He said the vet had confirmed the treatment claimed for related to blepharitis. This had only started after Miss S took out the policy and was not related to the conjunctivitis that had been present earlier.

The investigator asked Wakam to pay the claim for blepharitis, together with a further compensation payment of £100 for the distress and inconvenience caused to Miss S.

Miss S accepted the investigator's view but Wakam disagrees and has requested an ombudsman's 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.

The policy covers vets' fees but there is no cover for pre-existing conditions. This is not unusual and pet insurance generally doesn't cover something that was present before the insurance started.

A pre-existing condition is defined in this policy 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.

It's long been our approach that it will generally be fair for the insurer to treat something as one condition if the different problems are directly related, or have the same underlying cause. But this would not be fair if the different episodes are not connected.

The policy provides cover for vets' fees and Miss S is able to claim for her treatment costs unless there's an exclusion that applies to her claim.

As Wakam is relying on an exclusion for pre-existing conditions, the onus is on Wakam to show it's fair to rely on this to decline the claim. To do this, it needs to show the condition Miss S was claiming for had shown symptoms, or there had been advice or treatment relating to it, in the 24 months up to 31 May 2024 (or the 14 days after that date). I've considered its comments carefully but I don't think it has shown it's fair to decline the claim, for the following reasons:

- Wakam says the investigator's view didn't take into account its technical team review, which confirmed there were clear signs and symptoms of blepharitis before the policy started; and both conjunctivitis and blepharitis had shown signs and symptoms in the 24 months before the policy start date. But it hasn't pointed to specific entries in the clinical notes to support this.
- The entries in the clinical records before 31 May 2024 are mostly routine checks, or relate to specific issues such as an injury. And there don't appear to be any references to blepharitis until some months after the policy started.
- Although the notes refer to a long history of eye problems, these only appear to have started in May 2024, and concerned conjunctivitis or hyperemia.
- Those issues affect the eye itself, whereas blepharitis is a different type of problem that affects the eyelids. As I've said, the first mention of that was much later. And the vet who treated this condition has said this was *"separate to previously diagnosed conjunctivitis which had been treated at the previous practice."*
- In the absence of clear records of treatment or advice relating to blepharitis in the clinical notes before the policy started, and with a clear statement from the vet this was a separate condition that is not related to the earlier problems, I don't think Wakam has shown the blepharitis was either present before the policy started or was directly related to the conjunctivitis that was seen then.

For these reasons, it wasn't fair to decline the claim, so Wakam should pay the claim for blepharitis.

Miss S had to deal with her pet being unwell. Having her claim then declined was upsetting for her and she was put to some trouble trying to pursue the claim and subsequent complaint. While Wakam acknowledged some delay and paid £75, I agree a further payment should be made to acknowledge the distress and inconvenience caused.

My final decision

I uphold the complaint and direct Wakam to:

- Settle the claim for blepharitis in line with the remaining policy terms and, if Miss S has already paid the fees, pay interest on this from the date she paid them to the date of payment at 8% a year simple.*
- Pay compensation of £100 for the distress and inconvenience caused.

*If Wakam considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Miss S how much it's taken off. It should also give Miss S 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 Miss S to accept or reject my decision before 23 October 2025.

Peter Whiteley
Ombudsman