

## The complaint

Miss G complains that Wakam unfairly declined a claim on her pet insurance policy by relying on an exclusion for any illness the pet suffers from in the first 14 days of the cover starting. She wants Wakam to pay the claim for her dog's treatment, and to compensate her for the distress caused to her by its "*wrongful denial*".

## What happened

Miss G's pet insurance policy began on 1 October 2024, with a 14 days 'waiting period' ending at 23:59 on 14 October 2024.

On 16 October 2024 Miss G took her dog to the vet. The practice's booking system recorded the reason for the appointment as "*back leg problem – [Owner ('O')] requesting referral to specialist*". The notes made by the vet on that date read:

"[Owner concern]: *lameness*

*O reports grown larger than expected ... O reports noticed walked with hindlegs pointing inwards recently. O reports 1 week history of bunny hopping following running in the park/after long warms [sic] this week. O reports acute onset dragging/dropping [right hind limb] yesterday AM following long walk/run. O reports not seen running as fast/reluctant to run with other dogs of same signlament [sic]. O reports two day history of licking hindlimbs, defensive/reluctant for O to touch. Progression [sic]: worse, no current medication. Apparent non-painful."*

Following examination, the vet's assessment was that the dog had Grade 2 patella (kneecap) subluxation bilaterally, and a referral was made to an orthopaedic specialist vet.

The specialist vet's report, written following a consultation on 21 October 2024, included this history:

*"... The client reported a right hind limb lameness developed about one week ago, with mild improvement since. Upon further questioning, there has been a concern that [dog's name] would bunny hop at faster gaits for some time and that [Miss G] felt [dog's name] has had bowed legs."*

Also on 21 October 2024, Miss G contacted the practice and requested a copy of the veterinary records. On review she said these contained inaccuracies and she asked that they be amended. The note of this contact reads:

*"O called, requested history and called back to say clinical notes on 16th Oct are incorrect and asked to be ammended [sic]. Explained to o unable to do this as system does not allow us to ammend [sic] or delete notes. Asked o to specify inaccurate notes. O mentioned lameness was reported as a 1 week history, however o states lameness only began on the Mon 14th Oct. Adv[ice] to o I would relay this to [vet], and could poss update notes. O concerns of insurance and wishes notes to be accurate ..."*

The vet then added the following to the records:

*“... As per my recollection, notes were taken as per owner’s responses at the time of the consult. This was re-checked before sending to [the specialist vet]”*

Miss G submitted a claim for her dog’s treatment. Wakam declined it on the basis that the veterinary notes indicated that the problem began a week before 16 October 2024. In other words, it said the illness had occurred within the 14 days waiting period and was therefore excluded from cover. Miss G responded to the declinature to explain that she was addressing the issue of inaccurate notes with the veterinary practice.

In February 2025 the practice added the following to the records:

**“Revised history for 16/10/24.**

*Revision done as per [The Royal College of Veterinary Surgeons (‘RCVS’)] Code of Conduct and [The Veterinary Defence Society] guidelines.*

**Client disputes history:** *O reports noticed walked with hindlegs pointing inwards recently. Clarification of history:* *Following the incident on 15/10/24, [dog’s name] started walking with hindlegs pointing inwards. This was not exhibited [sic] prior to the incident.*

**Client disputes history:** *O reports 1 week history of bunny hopping following running in the park/after long walks this week. Clarification of history:* *The owner reports an incident on 15/10/24 where a larger dog jumped on [dog’s name] during the evening walk. Following this [dog’s name] was erratic and stated [sic] limping.*

**Client disputes history:** *O reports acute onset dragging/dropping [right hind limb] yesterday AM following long walk/run. Clarification of history:* *Acute onset dragging/dropping right hindlimb in consult. O reports not documented before veterinary visit on 16/10/24.*

**The client requests addition of:** *The client clarified that [dog’s name] symptoms, including limping, erratic [sic] movements, and dragging/dropping of the right hind leg, began on 16/10/2024. These symptoms followed an incident on 15/10/2024 when a larger dog jumped on [dog’s name] during an evening walk.”*

Wakam’s team of technical experts reconsidered the claim in light of the revised records, but maintained its decision to decline it. It made reference to the entry dated 21 October 2024 where Miss G reportedly said, *“lameness only began on the Mon 14th Oct”*. It said this was still within the waiting period.

Miss G complained about this decision and then referred her complaint to this service.

### **Our Investigator’s view**

One of our Investigators considered Miss G’s complaint, but he didn’t think Wakam had acted unfairly. He said Wakam are entitled to rely on the medical notes, which should be taken as factually correct, in their entirety. And he was persuaded that the evidence shows the dog’s symptoms did occur within 14 days of the policy’s inception.

Miss G didn’t accept that. She said when she’d called the practice on 21 October 2024 to correct the history, she was trying to convey that there were no signs of lameness in the week prior to 16 October 2024, and that the first indication of a problem was immediately after a traumatic incident on 15 October 2024. She added that the revisions to the notes had not been made lightly and show that *“the veterinary practice recognised that the initial notes were not an accurate reflection of events and took professional steps to set the record straight”*. She said Wakam has *“ignored formally corrected and signed clinical records.”*

As no agreement could be reached, the complaint has come to me to review and 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 can't agree that Wakam has declined the claim unfairly.

The starting point is the policy terms. These include a term that says there's no cover for *"any illness the pet suffers from in the first 14 days of the cover starting"*. The 14 days period ran until 14 October 2024. If the illness was present during that period, there's no cover for any treatment costs. And, based on the clinical notes, Miss G knew the condition was present during that period. So, it's not covered.

I appreciate that Miss G has gone to great lengths to have the veterinary practice include a revised history in the clinical notes, but I don't think the inclusion of the additional notes, some four months after the initial appointment, mean that Wakam has to accept Miss G's version of events over the notes made at the time, by the vet, based on what Miss G told them.

Miss G has cited the RCVS's Code of Professional Conduct to support her position that the revised history must be accepted. The 'Clinical and client records' section of that code makes provision for circumstances where a client considers that information contained within the records is inaccurate or incorrect and requests that the information be corrected. It guides vets to insert, after discussion, the client's opinion alongside that of the veterinary professional, making it clear that the additions were inserted at the client's request. But taking this action does not necessarily amount to an acceptance by the vet that the original record is wrong or should be disregarded. And I've seen nothing to suggest that the vet in this case departed from the position that they held shortly after the appointment, that the *"notes were taken as per owner's responses at the time of the consult[ation]"*. The vet has also said they re-checked the notes before making the referral to the specialist.

So, in my view, Wakam was still entitled to consider the records as a whole – to take into account what was recorded on the booking system, the notes originally made on 16 October 2024, the specialist vet's report (which contains history not dissimilar to the first vet's notes), and the notes made of Miss G's contact with the practice on 21 October 2024. None of these records mention or suggest a recent trauma being the motivation for the appointment or the cause of the problem. On the contrary, they point to an orthopaedic problem which had shown symptoms before the end of the waiting period. I'm satisfied that Wakam acted reasonably in finding these records more persuasive than the entries added later, in February 2025.

Overall, although I'm sorry to disappoint Miss G, I don't think Wakam has acted unfairly and unreasonably in its response to Miss G's claim.

### **My final decision**

For the reasons set out above, my final decision is that I don't uphold Miss G's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss G to accept or reject my decision before 10 November 2025.

Beth Wilcox  
**Ombudsman**