

The complaint

Miss F complains that Wakam has 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.

- Miss F holds a pet insurance policy for her cat, underwritten by Wakam, effective from 25 June 2024.
- Before taking the policy out, Miss F called Wakam to see if she'd be covered for a pre-existing condition; namely a blocked bladder, which her cat had suffered from in 2020-2021. She was advised that, providing no treatment, medication, advice, or symptoms had occurred within the last two years, this would be classed as a new condition and she'd be covered by the policy.
- Based on this advice, Miss F didn't renew her previous pet insurance held with another insurer. Instead, she took out a new policy with Wakam.
- In September 2024, Miss F took her cat to the vet as he was showing signs of bladder issues. The vet suspected another blockage and surgery was undertaken. Miss F made a claim for the vet fees.
- Wakam declined the claim on the basis that a blocked bladder was a pre-existing condition. This is because Miss F's cat had been on a vet advised urinary diet continuously since 2021, therefore he hadn't been 'treatment free' for the required two years.
- Miss F didn't think this was fair and raised a complaint, which she brought to our Service. She said she previously worked at the veterinary practice, so she got a staff discount on food without an appointment or advice, and she'd kept her cat on this diet as a precautionary step rather than as a form of treatment.
- Our Investigator upheld the complaint, as he wasn't satisfied Miss F's cat was on a urinary diet for treatment purposes. He recommended that Wakam pay the claim plus interest and compensation.
- Wakam disagrees. It says the definition of treatment specifically includes special diets.

As Wakam didn't agree with our Investigator, 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.

Having done so, I've reached the same outcome as our Investigator, and for broadly the same reasons. Before I explain why, I wish to acknowledge the parties' submissions in respect of this complaint. Whilst I've read them all, I won't comment in detail on every single point that has been made. Instead, I'll focus on the key points that are relevant to the outcome I've reached. That's in line with our remit, which is to resolve complaints promptly and with minimal formality.

When making a claim under an insurance policy, the onus is on the policyholder to prove they have a valid claim. If they do, the insurer should pay the claim unless it can prove that a policy condition or exclusion applies.

In this case, Miss F has shown that her cat required treatment for a blocked bladder, which is something the policy provides for. So, on the face of it, she's demonstrated that she has a valid claim. As Wakam seek to rely on a policy exclusion, the onus is on it to show it applies.

Miss F's policy excludes "pre-existing conditions", which are defined as:

"We define pre-existing conditions as:

- Anything your pet has had treatment, medication or advice for in the 24 months before your plan starts.*
- Any condition that showed signs or symptoms in the 24 months before your plan 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 defines "treatment" as:

"Anything needed to diagnose, relieve, or cure a condition. Including:

- Examinations, therapies, consultations, surgeries or procedures carried out by a vet and/or nurse.*
- Any training or therapies provided by a behaviourist, therapist or vet*
- Any advice provided by your vet. Advice means anything recorded in your pet's clinical history.*
- Medication or special diet prescribed by a vet.*
- Investigations, tests or monitoring needed to diagnose or monitor a condition."*

It's not in dispute that Miss F's cat suffered from a blocked bladder prior to the start of this policy. Miss F recognises this, which is why she called to enquire about cover before taking out the policy.

What I need to decide is whether Miss F's cat had received any treatment, medication, or advice for the blocked bladder issues in the 24 months before the policy was taken out. In particular, whether the diet he was on amounts to treatment as defined by the policy.

Looking at the clinical history, I can see Miss F's cat first suffered from a blocked bladder in December 2020. Following this, he went on a special diet. The relevant medical record says:

"09.12.2020 discussed aetiology and prevention measures. O really keen to try diet esp C/D stress as will have urinary benefits, stress reduction benefits, and wt loss as can control calories (as normal C/D or as reduced calorie version). Arranged with LW to order to Har selection of wet/dry to try for O to collect tomorrow at appt."

This entry is clear that preventative measures were being discussed, rather than treatment options. The condition itself had been successfully treated and it's clear from the medical entries prior to this one that the bladder was unblocked and the problem was resolved.

Wakam says this was a "vet advised" diet. But there's nothing within the vet notes to suggest this is the case. The entry above implies it was Miss F's decision to put her cat on a special diet as a preventative measure, rather than the vet's advice to do so.

In any event, the policy's definition of treatment doesn't extend to a "vet advised diet". It says a *"special diet prescribed by a vet"* (my emphasis). I can't see that this diet was prescribed by the vet.

I appreciate Miss F brought the food from the veterinary practice, but this is because she worked there and received a staff discount – which is evidenced on the medical records. It shows she purchased the food with a staff discount approximately every three months without a prescription, appointment, advice, or regular monitoring. This food is available to buy online and from some supermarkets.

So I'm not persuaded Miss F was *"prescribed"* this diet. Rather, she sourced it through her workplace as a cheaper option and used it as a preventative measure to avoid further bladder issues. This was her choice, and not a form of treatment defined by the policy.

For this reason, I'm not persuaded Wakam has declined Miss F's claim fairly. It hasn't shown the cat was on a special diet prescribed by a vet and thereby caught within the definition of treatment. And there has been no other treatment, medication, or advice regarding the bladder problems in the 24 months before the start of this policy. As such, I'm satisfied it should pay the claim plus interest and compensation.

My final decision

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

- pay Miss F'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 £150 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss F to accept or reject my decision before 17 October 2025.

Sheryl Sibley
Ombudsman