

The complaint

Miss O has complained that Wakam has unreasonably refused to accept her claim under her pet policy.

What happened

Miss O had insured her two cats with another insurer. In May 24, at renewal, having adopted a third pet, she decided to insure all three with Wakam.

In November 2024, one of her cats was diagnosed with hyperthyroidism so she made a claim to Wakam as it's a condition which is chronic requiring regular medication.

Wakam refused to accept her claim because Miss O had taken this cat to her vet for a routine vaccination appointment in February 2024 where she noted he was eating more. Hyperthyroidism was mentioned as being a possible cause. But Miss O said there was no urgency or recommendation from her vet to pursue it. On this basis Wakam decided it was a pre-existing condition, which wasn't covered by the policy, so it refused to accept her claim.

Miss O appealed with a letter from her vet, but as Wakam wouldn't change its stance she brought her complaint to us. The investigator thought it should be upheld and that Wakam should accept Miss O's claim and pay it. It should also refund Miss O for any treatment she had already paid to her vet for this condition giving rise to the claim with interest. And it should pay Miss O £150 compensation.

Wakam didn't agree so Miss O's 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'm upholding this complaint along the same lines as the investigator. I'll now explain why.

First, it's useful to detail what the policy says. It explains what is a pre-existing condition as follows:

'5.4 Pre-existing conditions

What's a pre-existing condition

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.

We consider advice to include anything a vet observed and recorded in your pet's clinical history.'

Treatment is defined 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.'*

Next I need to consider what the vet history actually said. On 5 February 2024, Miss O took her cat to the vet for routine vaccinations. The vet history said the following:

'Ow mentioned lately he is more hungry and asking for more food. NO changes on drinking or urination. He lost some weight but not sure in how much time

Examination:

DUDE okay NAD on abd, NAD on heart and resp, MM are pink, CRT<2 sec

Explained eating too much could be related with diabetes, hyperthyroidism, etc but also could be some age or just a phase as well so offered blood test but ow declined. He seems generally okay and ow would like to keep an eye more.

...

Also check weight if he keeps losing weight.'

On 26 February Miss O had to go back to the vet for further vaccinations, and the vet history entry said the following:

'Second part of the vac

*Examination: DUDE okay NAD on abd, **Not losing weight still same** [my emphasis] NAD on heart and resp, Mm are pink, Crt<2 sec, Eyes, ears, teeth good, No v/d was seen.'*

On 24 November 2024, Miss O took her cat back to the vet as he wasn't himself. The vet history noted the following:

'History:

Ow said he has been looking a bit slimmer lately

Looks like lost weight

Eating drinking all fine

Still active moving around

Not change generally

Examination: DUDE Okay, NAD on abd, NAD on heart and resp, Mm are pink, CRT<2 sec, Eyes, ears, teeth okay, Ln normal

Last time checked was Feb and looks like lost 250gr since then but not sure if it is more during the time?

Explained symptoms could be showing Hyperthyroidism

Recommended blood test to eliminate risks

Ow is happy with that

Taken bloods

Will send to IDEXX

Assessment: Poss Hyperthyroidism? Just old age?

Plan: Will call after the results.'

Obviously after this, Miss O's cat was diagnosed with hyperthyroidism and was then being treated by tablets. And Miss O made a claim to Wakam which Wakam declined.

Wakam said that because this policy began in May 2024 and the possibility of hyperthyroidism was mentioned by Miss O's vet in February 2024, that meant it was classed as a pre-existing condition under the policy. Under this policy, no pre-existing condition is covered unless a period of 24 months has passed since the last date of treatment, medication or advice. Which obviously isn't the case here.

I agree with the investigator that this service prefers to consider what the policyholder was aware of at the time or reasonably ought to have been aware of at the time. Otherwise there is a distinct possibility of overly viewing the claim and vet evidence with the overlarge benefit of hindsight, which of course is neither fair nor reasonable.

What needs to be considered here is whether Miss O should have reasonably known there was an issue which needed investigation to either rule a medical condition in or out for the health of her cat.

Miss O provided evidence from the vet who saw her cat in February 2024 for the purposes of the vaccinations. He explained that as the cat was '*so well in himself, **we** [my emphasis] opted to monitor for further weight loss*'. There was no further weight loss recorded in the second vaccination appointment in February some weeks after the first appointment. The vet also explained the weight loss noted in the first February appointment could be seen as being a standard weight fluctuation since the cat hadn't been seen for a couple of years previously. Consequently from an obvious clinical perspective, her vet said it was very difficult to know if the weight loss noted in the first February appointment (given the couple of years since the cat was seen previously) could have been related to the eventual diagnosis of hyperthyroidism in November.

I find this careful analysis by Miss O's vet very persuasive. It's important to note that Miss O's cat was insured at the time of the February 2024 consultations by her previous insurers so there was no or little bar to Miss O undertaking investigations at that stage since she had insurance cover to do so. I consider she was appropriately reassured by her vet initially to wait and see and then given there was no further weight loss in the later February appointment, there was no further issue.

Given the purpose of both February 2024 consultations with the vet was simply to update vaccinations is noteworthy. Further the clarification from Miss O's vet was that they '**agreed**' not to undergo any testing at that stage, not that Miss O actually 'refused' the vet's advice, as Wakam now allege. So I consider there is no suggestion that Miss O wasn't following her vet's advice as Wakam also alleged. There was to be a further appointment due later in February where the cat would be assessed again, in any event. So Wakam's statements about Miss O refusing to follow her vet's advice is wholly incorrect in my view. There is no evidence of this at all.

Given the second February appointment showed no further weight loss and all other examinations were normal, I consider it lessened any query over the cat's health notably since there was no further advice from her vet to consider any further testing for her cat. If Miss O's vet remained concerned, he likely would have provided Miss O with further advice at this second February appointment too, but that wasn't the case, as the vet history clearly shows.

Further, I consider 'no further weight loss' simply means the weight loss hasn't continued. Wakam pointed out that the investigator went so far as to fabricate this evidence. I consider that is grossly speculative more so given the further evidence from Miss O's vet and shows a considerable lack of professionalism on the part of Wakam. I consider it's a fact the weight loss didn't continue between both February appointments. So since the weight loss was only evident from a vet visit some years previously it's equally evident the cat's weight loss wasn't then an ongoing issue.

However, I do agree this is a finely balanced case, given weight loss is just one of many symptoms of hyperthyroidism in cats. However on balance and in the very particular circumstances of this complaint, given the assumptions Wakam has drawn also in its assertions, I consider it is fair and reasonable that Wakam should accept this claim subject to Miss O paying the excess. I also consider it should refund any payments Miss O has made to her vet with interest.

I consider Wakam's presumptions about Miss O along with its refusal to accept her claim has caused Miss O some considerable unnecessary distress, trouble and upset. Therefore I agree with the investigator that it's fair and reasonable that it pays her some compensation. I consider the amount suggested by the investigator of £150 to be fair as it's in line with our approach to compensation which is more fully detailed on our website.

My final decision

So for these reasons, it's my final decision that I uphold this complaint. I now require Wakam to do the following:

- Accept Miss O's claim subject to Miss O paying the excess and any policy limitations in accordance with the policy terms and conditions.
- Refund Miss O any payments she has paid her vet for the investigations and medications in relation to her cat's diagnosis of hyperthyroidism again up to any policy limitations. Adding interest of 8% simple per year from the date Miss O made any of those payments to the date it pays her. If income tax is to be deducted from the interest, appropriate documentation should be provided to Miss O for HMRC purposes.
- Pay Miss O £150 compensation for the distress, trouble and upset it caused her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss O to accept or reject my decision before 19 December 2025.

Rona Doyle

Ombudsman