

## **The complaint**

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

## **What happened**

Miss C made a claim on her pet insurance after her dog had some dental treatment in February 2025. The claim was for an x-ray and crown fitting.

Wakam declined the claim on the basis Miss C had not followed the veterinary advice to have x-rays done every six months; they should have been done in December 2024 but she had delayed this until February 2025. Wakam said this was in breach of the policy terms. Miss C complained but Wakam didn't change its decision.

Our investigator said it wasn't fair to decline the claim as Miss C decided to postpone the x-rays for good reason, as confirmed in further comments provided by the vet, and any delay had not caused Wakam any prejudice – it made no difference whether the x-rays were done in December 2024 or February 2025.

Wakam disagreed and provided further comments but the investigator didn't change their view.

As no agreement has been reached, I need to make a 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.

In the first instance it's for the policyholder to prove they have a valid claim. If they do, the insurer should cover the claim unless it can show a policy condition or exclusion applies.

Wakam relied on an exclusion for any dental treatment where the policyholder hasn't followed the recommended treatment within six months. The onus is on Wakam to show it's fair to rely on this exclusion. I've considered all the evidence carefully and don't think Wakam has done this, for the following reasons:

- Wakam says Miss C was advised in June 2024 to have x-rays every six months, so this should have been done in December 2024, but Miss C delayed this until February 2025. So she didn't follow the advice.
- The advice given in June 2024 was that x-rays should "ideally" happen every six months. So it wasn't an absolute requirement to be every six months, but something that would ideally happen. No appointment was made at that point – it was left for Miss C to arrange when she wished.

- Miss C did later book an x-ray for December 2024, but then rearranged this to February 2025. She's explained that her dog was diagnosed with pancreatitis at that time and needed treatment, which included having a general anaesthetic. Given how serious that was, she didn't want to put her dog through another procedure under general anaesthetic at the time, which was understandable. In the circumstances I think it was reasonable for her to delay the x-rays.
- The vet provided further comments confirming it was appropriate to delay. Wakam says the vet's comments should not be taken into account, as there's nothing in the clinical history to show this was discussed at the time and agreed by the vet.
- I need to take account of all the circumstances, including comments from the vet. But even if I ignore the vet's comments, Miss C has explained why she rearranged the x-rays. The advice was only that x-rays should "ideally" be done very six months, and she has explained why she postponed the appointment. I think that was reasonable in the circumstances. Overall, Miss C followed the veterinary advice and, although she delayed the x-rays, there was a reason for that.
- Even if that wasn't the case, I'd still need to consider what difference the delay made. It wouldn't be fair to rely on the delay if Wakam has not been caused any prejudice.
- Wakam says the issue with the tooth was noted in October 2024, so it should have been dealt with then. Although it was noted, there was no treatment given and no recommendation for any immediate action. It was left until February 2025. I don't think the delay made any difference to the claim - whether it was dealt with in December or February, the end result would have been the same.
- There will be circumstances where a delay does prejudice the insurer – for example, because the condition gets worse and this leads to more treatment being needed, which increases the cost. That isn't the case here. It wouldn't be fair to rely on an exclusion if it has made no difference to how the claim is dealt with.

For these reasons, I don't think Wakam has shown it was fair, in the particular circumstances of this claim, to rely on the exclusion. So the claim should be paid.

### **My final decision**

I uphold the complaint and direct Wakam to settle the claim in line with the remaining policy terms, including any excess and policy limits and, if Miss C has already paid the vet's fees, pay interest on this from the date she paid the fees to the date of payment at 8% a year simple.

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 23 December 2025.

Peter Whiteley  
**Ombudsman**