

## **The complaint**

Mr V complains that Wakam declined a claim on his pet insurance policy and said the policy was void.

## **What happened**

Mr V took out pet insurance policy for his two pet dogs. The policy started on 29 October 2023. It's underwritten by Wakam.

When Mr V made a claim for treatment costs for one of his dogs, Wakam declined the claim and said the policy was void, because the policy doesn't provide cover where a dog has ever bitten someone and the clinical notes showed there had been a number of biting incidents in the past.

Mr V complained but Wakam didn't change its decision, though it did note that the policy for Mr V's other dog had also been voided in error. The cover for that dog was reinstated.

When he referred the complaint to this Service, our investigator said

- There's a policy term that says there is no cover for dogs that have ever bitten anyone.
- But, although Wakam's final response to Mr V referred to entries in the clinical notes, it hadn't provided the full notes to consider so he couldn't say the exclusion had been applied fairly.
- And without a copy of the underwriting criteria, he couldn't say it was fair to void the policy.

The investigator asked Wakam to pay the claim, together with interest, and compensation of £100 for the distress and inconvenience caused.

Wakam provided further details of the sale process and the information Mr V had been asked to confirm but the investigator didn't change his view. He said that to void the policy, Wakam needed to show there had been a qualifying misrepresentation and it hadn't shown Mr V failed to take reasonable care when providing information during the sales process.

Wakam disagreed and requested an ombudsman's decision.

Before making a decision I explained to both Mr V and Wakam my initial view was that Mr V did fail to take reasonable care. But I did not have persuasive evidence that the policy would not have been sold to Mr V if he had provided accurate information and without that, I was minded to uphold the complaint. I invited comments from both parties on this.

Wakam provided further comments but Mr V did not. Having considered Wakam's further comments I issued a provisional decision saying I was not now minded to uphold the complaint, for the following reasons:

## **Provisional decision**

In making my decision I need to consider what's fair and reasonable in all the circumstances of the case, taking into account relevant law and regulations; regulators' rules, guidance and standards; codes of practice; and (where appropriate) what I consider to have been good industry practice at the time.

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 relevant law in this case is the Consumer Insurance (Disclosure and Representations) Act 2012 (CIDRA). This requires consumers to take reasonable care not to make a misrepresentation when taking out an insurance policy. The standard of care is that of a reasonable consumer.

If a consumer fails to take reasonable care and makes a misrepresentation, the insurer has certain remedies if there is a qualifying misrepresentation, as defined in CIDRA. For it to be a qualifying misrepresentation the insurer has to show it would either have offered the policy on different terms or not offered it at all, if the consumer hadn't made the misrepresentation.

CIDRA sets out a number of considerations for deciding whether the consumer failed to take reasonable care. One of these is how clear the question asked was.

Wakam has explained why it thinks it has complied with CIDRA and was entitled to void the policy. Having considered the submissions made I am minded to agree, for the following reasons:

- When Mr V bought his policy he had to confirm certain assumptions, one of which said  
*"Your dog has never attacked or bitten anyone or another animal..."*
- While it may be better to ask questions rather than ask the customer to confirm some assumptions, ultimately the issue is whether it's clear to the customer what they are being asked to confirm.
- I think that is the case here – looking at the information provided, it's clear enough Mr V was being asked to confirm his dog hadn't bit anyone. Mr V confirmed this but, based on the clinical notes, that was not correct – and he would have known that, as he'd been bitten more than once, including being bitten in the face unprovoked.
- Wakam also provided information in the IPID and policy terms – which Mr V had to confirm he had read before he could buy the policy – that it would not cover a dog that had bitten someone, and highlighted the consequences of not providing the correct information.
- Mr V wasn't being asked for some obscure information from the clinical history – he was asked if his dog had ever bitten anyone, and he clearly knew this had happened more than once.
- Mr V has mentioned that his dog is not dangerous, but the issue was not whether his dog might be classed as a dangerous dog, but whether it had ever bitten someone, and it had.
- On this basis, I think Mr V failed to take reasonable care.
- But I still need to consider if this was a qualifying misrepresentation. To be satisfied of this, I would need to see evidence the policy would not have been sold to Mr V if he had provided accurate information.
- There are some dogs that are not eligible for cover with Wakam. The information provided included details of animals it doesn't cover, and says it doesn't cover a pet

that has bitten someone. Mr V had to agree to the assumptions in order to proceed with the purchase of the policy and if he had not accepted them, he would not have been able to continue, as his dog would not have been eligible for cover.

- From the information provided, I'm satisfied if Mr V had said that his dog had bitten him, the policy would not have been offered to him. So there was a qualifying misrepresentation.

The remedy available to the insurer under CIDRA depends on whether the qualifying misrepresentation was deliberate or reckless, or careless. Wakam has treated this as a careless misrepresentation and I think that's fair. That means it may treat the policy as void – in other words as if it had never existed – since it wouldn't have sold the policy if there had not been a misrepresentation. But it should return the premiums to Mr V. That's what it decided to do and in the circumstances it was fair.

### **Replies to the provisional decision**

Wakam has replied to say it accepts the provisional decision but if Mr V provides any further comments that might change the outcome, it would like the opportunity to respond. Mr V has not replied to the provisional 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.

In these circumstances, where I have received nothing further for me to consider, I see no reason to change my provisional decision. So I have decided not to uphold the complaint, for the reasons set out above.

### **My final decision**

My final decision is that I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr V to accept or reject my decision before 18 November 2025.

Peter Whiteley  
**Ombudsman**