

The complaint

Mrs M's complaint is about a claim she made on her Wakam pet insurance policy, which Wakam declined.

Mrs M says Wakam treated her unfairly.

What happened

The details of this complaint are well known to both parties, so I won't repeat them here. Instead, I'll focus on giving my reasons for my 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.

Having done so I uphold Mrs M's complaint for broadly the same reasons set out by the investigator in his latest view of this complaint. Before I explain why I wish to acknowledge the considerable submissions made by both parties in this complaint and their strength of feeling about it. Whilst I've considered everything they've said, I won't be addressing it all. That's not intended to be disrespectful, rather it's representative of the informal nature of the Financial Ombudsman Service. Instead, I'll focus on the crux of Mrs M's complaint, namely whether it was fair for Wakam to decline her claim in the way that they did.

The starting point is the policy terms. They exclude cover for pre-existing conditions which are defined 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 goes on to say that waiting periods apply during the first year of cover with Wakam. For illness this applies for any illness the pet suffers from in the first 14 days of the plan.

Mrs M's policy started to run on 19 February 2022. On 1 March 2022 her pet was taken to the vet for a urinary infection with blood in its urine. The vet recorded that this was likely stress related as the pet had just been rehomed with Mrs M. A discussion was had about reducing stress. Following a urine test being carried out crystals were found in the pet's urine. The vet recommended that Mrs M start the pet on a urinary diet. Nothing dietary was prescribed at this time or any other time. Mrs M says she bought the food recommended herself and without prescription.

In December 2024, the pet had a second episode of blood in its urine, in which crystals were

found. Wakam declined the claim. They said the condition was treated as pre-existing because it previously occurred during the waiting period of the policy being taken out. They also thought the pet was receiving treatment for this problem since that time because Mrs M continued to give it a urinary diet.

I accept that the same condition occurred during the waiting period of the policy and that it would for those purposes be treated as pre-existing. But after 24 months elapsed without the pet having the same condition again nor any signs or symptoms, it would no longer be treated as pre-existing provided it was no longer receiving treatment, advice or medication for that problem in accordance with Wakam's policy terms. The issue I need to determine here is whether that was the case.

After the policy renewed twice Mrs M was supplied with new policy terms in January 2024. Those terms expanded the definition of "treatment" in the term I've quoted above to say "Anything needed to diagnose, relieve, or cure a medical condition. Included, but not limited to:- medication or special diet prescribed by a vet". I accept that that term was applicable to Mrs M's policy when she made the claim. I am not however satisfied that her pet was receiving treatment for a pre-existing condition since March 2022. This is why.

The cause of crystals and blood in a pet's urine can stem from the same or different underlying issues. These can include Feline Idiopathic Cystitis (FIC) which is stress induced; dehydration; diet or urinary stones amongst other external and unrelated causes. It is not known in this case what caused Mrs M's pet to become unwell in March 2022 though the cause appears to have been attributed to stress at that time by the vet. I accept that it was recommended to Mrs M that she try a urinary diet. But from the clinical notes I've seen, this wasn't because it was thought this would treat the issue. The cause was unknown, so I'm satisfied that this was suggested to Mrs M as a preventative measure and to help support her pet's urinary health. And the fact that the pet was not prescribed anything during the intervening 34 months, to my mind suggests that this was not something used to treat her pet.

It's right that Mrs M continued with a urinary diet and there is evidence to suggest she was worried about what might happen if she didn't, particularly when her pet went missing briefly, but that on its own doesn't support this was a form of treatment, but rather support. And if it was a form of treatment, then I question why the pet suffered from the same problem again in December 2024 at all. The cause of that episode was unknown. And whilst crystals and blood were found in the pet's urine, there is nothing to suggest that this was because it had a condition that was being treated or managed in some effective way by Mrs M simply giving it a urinary supportive diet. So, I don't agree with Wakam that this amounts to either "treatment" as defined by the policy or management of a pre-existing condition.

Wakam have referred to some abbreviations in the pet's clinical notes in June 2023 that they thought supported this referred to the pet having a urinary condition and that this should be managed through its diet. Mrs M's vet has provided a credible explanation for those abbreviations and confirmed they don't relate at all to this problem but rather to flea and worming. Wakam have said that this evidence came from a different vet at the Practice and therefore the vet who said this couldn't have known what the abbreviations meant. As Wakam told our investigator, we are not vets. But neither is Wakam. The vet that made the note has since left the practice and the evidence of the remaining vet is that this is what the abbreviation means. I am more persuaded by this evidence than what Wakam says because it is provided by a vet who is best placed to understand the use of those abbreviations in the context of the pet's clinical notes and that specific veterinary practice. For those reasons I'm not satisfied that Wakam have shown that the abbreviations they've referred to show what they are suggesting.

My conclusion is that I don't think Wakam treated Mrs M fairly when turning down her claim and that they need to do more to put things right.

I turn now to the considerable delays in Wakam providing Mrs M with a decision on her claim. Wakam recognised this themselves and offered her £125 to put things right. As I have upheld her complaint and will be directing Wakam pay her interest on her claim, I think the sum offered by Wakam to compensate her for the distress and inconvenience in dealing with their delays and chasing them is sufficient. If Mrs M has not already accepted this offer, then she should contact Wakam directly to do so.

Putting things right

Wakam should:

- Pay Mrs M's claim subject to the remaining policy terms.
- Pay Mrs M interest at 8% per year simple on the sum she is paid from the time Mrs M paid the fees being claimed, until she is reimbursed for that sum.

My final decision

For the reasons set out above, I uphold Mrs M's complaint against Wakam and direct them to put things right as I have set out in this decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 13 February 2026.

Lale Hussein-Venn
Ombudsman