

## The complaint

Mr T is unhappy Wakam UK Limited has declined a claim he made on a pet insurance policy.

## What happened

On 26 June 2020 Mr T took out a complete insurance policy for his dog, which I'll refer to as P. This provided cover for the lifetime of the dog if certain terms and conditions were met.

In April 2024 P had surgery to remove three lipomas. These were located on her right thigh, left body wall and left axilla (where the front leg meets the chest). After the surgery Mr T noticed P wasn't moving as well and was jumping less. He asked the vet about P receiving physiotherapy, as she'd had this previously after surgery for elbow dysplasia and found it helped her mobility. The vet agreed this would be a good idea and completed the referral. Mr T made a claim to Wakam to cover the costs.

Wakam declined the claim, it said a claim for physiotherapy wouldn't be met as P had previously been treated for lameness associated with the elbow dysplasia in 2017. So, it said this would be a preexisting condition.

Mr T pointed out the policy allowed for claims where no treatment had been received in the previous 24 months before the policy started. Wakam acknowledged this but said P had been taking joint supplements which were recommended by a vet in January 2018 so it still didn't think the claim should be met. Mr T complained but Wakam did not change its position.

An Investigator considered the complaint and said he didn't think the claim could be declined on the basis it was pre-existing. He said joint supplements were not generally considered to be treatments, more of a preventative measure. So, he didn't agree P had received treatment in the 24 months before the policy had started. He said Wakam should reconsider the claim and pay Mr T £100 compensation for the trouble and upset he'd been caused.

Wakam disagreed and pointed to a note in P's veterinary history from 2022, when Mr T changed vet practices, where it was noted that P had been on supplements for years and had occasional lameness. It maintained the claim could be declined as a preexisting condition. Wakam also said it wouldn't meet a claim for physiotherapy as the complementary treatments section requires a vet to recommend the treatment. It said Mr T asked about it and therefore the criterion was not met.

The Investigator asked Mr T's vet about the conversation that was had regarding the physiotherapy. The vet confirmed that while Mr T had asked, they agreed it would be beneficial for P's mobility after surgery and they'd completed the referral accordingly.

The Investigator shared this information with Wakam and explained he remained of the opinion the claim couldn't be declined as being preexisting and also that he thought the claim for physiotherapy should be met as the vet completed the referral.

Wakam disagreed and asked for the complaint to be considered by an Ombudsman. It has been passed to me to decide.

There was a separate issue regarding the incorrect cancellation of the policy, Wakam has now reinstated the policy and offered Mr T £150 compensation for the inconvenience this caused.

### **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 first thing I need to consider is what the policy says about preexisting conditions, which is:

*“Pre-Existing conditions are a common cause of claims being turned down in this section. We can cover these conditions at any time after joining..., as long as 24 months have passed since they last received treatment, medication or advice. We consider advice to include anything a vet observed and recorded in your pet's clinical history. Once we cover a pre-existing condition, we will continue to cover it as long as you renew your policy each year”.*

It appears Wakam initially applied this on the basis P was being treated for lameness as a result of elbow dysplasia in 2017 and it overlooked the fact the policy places a 24-month limit on such condition before the policy start date.

So here, as Mr T took the policy out on 26 June 2020, that limit goes back to 26 June 2018. So, it is only treatment, medication or advice that P received within this period that would be relevant.

The supplements had initially been suggested in January 2018 when diagnosis of the elbow dysplasia was uncertain, x-rays had not confirmed the diagnosis. The vet notes record that should the lameness return the Mr T was keen to consider a referral. The notes later record this happening in late January 2018. P had surgery in February 2018 and was recorded as still being sore in early May 2018 so was referred for Physiotherapy. A six-month health check recorded on 17 June 2018 records *“health check all fine, doing really well...”* it then refers to switching the brand of supplements P was taking as there was a delay in receiving the normal brand.

Within the relevant period, apart from P taking joint supplements, there are no notes of her receiving treatment, medication or advice. Based on the above history I'm not persuaded in this instance that continuing to take the supplements constitutes taking medication or receiving advice. Generally, supplements are considered an aid to wellness, they do not have to be prescribed by a vet and can be brought over the counter. So overall I'm not persuaded Wakam has demonstrated treatment for 'lameness' was preexisting.

In any event however I must consider the fact that P had just had surgery, and the referral was based on her reduced mobility after that event. So, this is a completely different cause. The notes from the physiotherapist report P was referred for forelimb lameness. I'm mindful that P had a lipoma removed from the left axilla and the veterinary notes record this as being *“allinary[sic] lump deep and under muscle, hard to reduce dead dead [sic] space but hopeful will be compressed due to anatomical position”*. So it appears reasonable that Mr T would have reported P being in some discomfort after this operation. And as the operation took place within the area where the front leg meets the chest it isn't surprising she was experiencing forelimb lameness.

The first reference to lipomas in the veterinary notes is in January 2023, this is after the policy started so this can't be classed as a pre-existing condition. Because of this, I'm not persuaded Wakam has acted fairly declining the claim for lameness following lipoma surgery.

Wakam has said the claim for hydrotherapy/physiotherapy would be declined as the complementary treatments section requires the pet to be "*diagnosed as needing*". It said as Mr T asked about it, the vet didn't recommend it, so it would not be covered by the policy.

I'm mindful that P had received physiotherapy before, so I don't think it was unreasonable for Mr T to raise this with the vet. As a complementary treatment it isn't something that is usually recommended straightaway, I'm not overly concerned by the fact Mr T mentioned it first. What I have considered however is what the vet said about this and whether, regardless of who mentioned it first, the treatment still would have been recommended.

There are no definitions in the policy for the phrase "*diagnosed as needing*" so I have taken an everyday interpretation of this as, identifying something which will be of support. Here the treating vet has confirmed they thought it would be "*highly beneficial for her mobility and would recommend a referral to their chosen provider*". So I think this would meet the requirement as set out in the policy. Considering all the circumstances, I don't think it is reasonable that Wakam decline the claim for complementary therapy simply on the basis Mr T asked the question first.

Having considered everything, I don't think Wakam acted fairly or reasonably when declining Mr T's claim. It should therefore reconsider the claim in line with the remaining terms and conditions of the policy. It can't decline it on the basis that it is for a preexisting condition, and I have found it has met the criteria for being "*diagnosed as needing*" under the complementary treatment section.

Mr T has explained due to Wakam declining the claim he had to use his savings to pay the treatment costs. The incorrect cancellation of the policy also caused him stress and worry. Wakam has already offered £150 compensation for incorrectly cancelling the policy which I think is reasonable however I do also think Mr T is due some compensation to reflect the fact Wakam unfairly declined his claim. I therefore agree with the Investigator's recommendation that it should pay £100 compensation to reflect the trouble and upset this further caused.

### **Putting things right**

Wakam should reconsider the claim in line with the remaining terms and conditions of the policy. It can't decline it on the basis that it is for a preexisting condition, and I have found it has met the criteria for being "*diagnosed as needing*" under the complementary treatment section.

If it later goes on to accept the claim, as Mr T has said he has paid for the treatment, it should reimburse him any amounts due plus interest at 8% simple per year from the date he made payment to the date it makes settlement.

It should pay Mr W a total of £250 compensation, less any payments it has already made.

### **My final decision**

My final decision is that I uphold Mr T's complaint against Wakam UK Limited. I direct it to put things right as I have set out in the section above.

Wakam UK Limited must pay the compensation within 28 days of the date on which we tell it Mr T accepts my final decision. If it pays later than this it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 20 January 2026.

Alison Gore  
**Ombudsman**