

The complaint

Mr and Mrs T made a claim on their Wakam pet insurance policy for costs they'd incurred in relation to the cost of a behaviouralist, which Wakam declined.

Mr and Mrs T say Wakam treated them unfairly and want them to settle their claim.

What happened

I issued a provisional decision in which I said the following:

"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 Mr and Mrs T's complaint but for different reasons and with different redress to that set out by the investigator in her view.

Before I explain why I wish to acknowledge the volume of submissions made by both parties in this complaint. Whilst I've read 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 Mr and Mrs T's complaint, namely whether Wakam treated them fairly and if not what they need to do to put things right.

The starting point is the policy terms. They set out that they will pay for a pet's behavioural treatment if the pet was referred to by a behavioural specialist by a vet and that the behavioural treatment condition must be treated by someone who is a member of an organisation on their list. The policy also excludes claims for behavioural treatment if there hasn't been a change to the normal behaviour of the pet caused by a mental or emotional state "as a result of injury or illness".

Wakam have relied on a policy exclusion to decline Mr and Mrs T's claim. They say that there is no evidence to show a change to the normal behaviour of the pet caused by a mental or emotional state as a result of injury or illness. So, the onus is on Wakam to show that it's more likely than not that this exclusion applies in this case. Having considered everything I am satisfied that it does. That's because I have not seen any evidence from the pet's vet to satisfy me that the change in the pet's behaviour was as a result of injury or illness here. I accept however that there was a change to the pet's behaviour from its earlier state, such that it might be considered to be a change to its mental or emotional state, but Mr and Mrs T have not been able to establish that this was as a result of "injury or illness" as required by the policy. In the absence of this evidence, I can't say that it was unreasonable for Wakam to decline their claim.

In reaching these conclusions I've taken into account the evidence of the behavioural specialist and the pet's clinical notes. But again, nothing in those persuades me that the pet's behaviour changed as a result of injury or illness. So, the exclusion is in my view applicable. Because of this the reasons the investigator gave for upholding Mr and Mrs T's complaint don't apply.

That having been said, I am persuaded by the submissions Mr and Mrs T made about receiving an offer from Wakam to pay half of their costs by telephone. Our investigator asked Wakam for the recording of this call. Wakam have not been able to supply a complete copy of it and therefore a recording of the interaction between Mr and Mrs T and their representative is missing. But given what I've seen so far and Mr and Mrs T's detailed testimony about this call, I think it's very likely that such an offer was made by Wakam largely because they seemed to accept that they might have given Mr and Mrs T a false impression about the claim potentially being covered under the policy during an earlier call. For that reason, I think it's fair that they are held to that offer now.

I turn now to the way in which Wakam dealt with Mr and Mrs T's claim. They accepted there were delays on their part in dealing with it and offered and paid them £100 in respect of this. Since Mr and Mrs T brought their complaint to this Service, Wakam offered them a further £200 in compensation. This seems to be because they thought the service they gave when Mr and Mrs T called Wakam on 29 August 2024 was poor. As such they said they would be paying Mr and Mrs T this amount by the middle of June 2025. This specific call is the one where Mr and Mrs T say they were told they were covered for behavioural costs and should simply upload their invoice after it was incurred. I also think it is the same issue that prompted Wakam to offer to pay 50% of the costs incurred by Mr and Mrs T. Given Wakam has now paid this amount without allowing us to determine the complaint in finality, I don't think it should be discounted from the offer of 50% of Mr and Mrs T's bill. Rather I think it should be paid in addition to it. I say so because their general handling this claim has in my view been poor. Aside from delays, the communications have been unclear and contradictory. And I find it quite unlikely that Mr and Mrs T would have fabricated an offer for 50% of their costs which Wakam appear to now deny. I think Mr and Mrs T would have found this both stressful. Equally I think it would have caused them considerable inconvenience in responding to Wakam. For this reason, I direct that the total amount of compensation of £300 is payable in this case, to take into account the £300 offered, if it has not already been paid.

Putting things right

Wakam should pay Mr and Mrs T:

- *50% of the costs they have claimed as previously offered.*
- *£300 in compensation for the trouble and upset caused to them as offered, if this has not already been paid.”*

I asked both parties to provide me with any further comments or evidence for me to consider in response to my provisional findings. Both parties have now responded, and both disagree with my provisional decision.

Wakam says I didn't consider the fact that Mr and Mrs T's pet had not been referred to the behaviourist by a vet in accordance with their policy wording and as such they are unsure why Mr and Mrs T are being treated differently to all of their other customers regarding this term. They have asked me to address this issue in response. Wakam also maintain their decision to decline Mr and Mrs T's claim was fair as a result.

Mr and Mrs T have said:

- My decision doesn't reflect the full circumstances of their case or the impact of the matter on them.
- Any significant changes to policy wording should have been communicated to them by Wakam but they have no record of being notified about any changes to the policy.
- When seeking pre-authorisation for the behaviourist' fees, Wakam did not clarify policy

changes or requirements, and the subsequent offer of £200 was clearly an admission of error on Wakam's part. This resulted in the verbal offer of 50% redress made by Wakam in the call that has been referred to throughout this complaint.

- Wakam did not give them a 50% false impression. Their omission was 100% mis-leading and therefore their claim should be met in full.
- Wakam have demonstrated unprofessionalism and dishonesty for failing to provide to a transcript of their 39-minute phone conversation with them in which the 50% offer of redress was made.
- The decision to withhold the recording demonstrates obvious deception.
- They have attempted to resolve the matter with Wakam's senior staff directly, but this has not proved successful and they feel they've been treated poorly.
- They feel they've had no option but to cancel their policy with Wakam going forward.
- My findings seem to be based on the fact that their vet hasn't provided any evidence in this complaint.
- Wakam's failure to provide the call recording has prevented them from providing further evidence to assist me in making a fair and informed 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 remain of the view that Mr and Mrs T's complaint should be upheld for the same reasons and in the same way as set out within my provisional decision.

I appreciate I didn't address the issue of whether Mr and T obtained a referral from their vet before instructing the behaviouralist in my decision. But I didn't have to. That's because my findings were that Wakam had successfully demonstrated there was an applicable exclusion to the claim - namely that there was insufficient evidence to show that Mr and Mrs T's pet's behaviour changed as a result of injury or illness. So, it makes no difference whether Mr and Mrs T failed to obtain a vet's referral before instructing the behaviouralist. The reason I have upheld their complaint is not because their claim is one I found to be covered under the policy. Rather I found that it was more likely than not that Wakam themselves offered to cover 50% of their claim. For that reason, I have said that it is fair for them to honour that offer now.

I appreciate Mr and Mrs T are concerned about the call recording evidencing this offer being missing. But I don't think this makes much difference here. As I have said, I am persuaded that this offer was made by Wakam and I am therefore directing Wakam to follow through on it. So, the call recording takes them no further here. Mr and Mrs T's concern is that I'm not directing Wakam to pay their claim in full. But the call recording has no bearing on that. Rather it's because there is insufficient evidence to prove that their pet needed to see a behaviourist due to injury or illness in accordance with the terms of the policy. There's nothing in the further submissions Mr and Mrs T have made here that advances the matter any further in their favour. Because of that I can't say they're entitled to the costs of their claim in full.

Mr and Mrs T have talked about changes to their policy wording which were not made clear to them at renewal. That is separate complaint and not one I am considering. If Mr and Mrs T remain unhappy about the information that was presented to them when they took out this policy, they will need to raise this with Wakam directly. What I'm considering in this complaint is whether it was fair for Wakam to decline their claim under the present policy terms rather than any earlier ones. As such I won't be addressing any points in relation to

the sale of the policy or what was presented to them at that point.

Finally, Mr and Mrs T feel that Wakam's conduct meant they incurred costs they otherwise would not have done if the policy terms had been made clear to them when they called Wakam. I've considered what they've said but Wakam couldn't have assessed their claim on the call they made in advance of incurring those fees. Insurance policies are subject to terms and conditions, and it would be unreasonable to expect an insurer to try to assess a claim before it has unfolded. But I do acknowledge, like Wakam has, that Mr and Mrs T could have been given some further information about the relevant section of the policy when they called and have been told there was no certainty their claim would be paid as it had yet to be assessed. That doesn't however lead me to conclude that Wakam need to fund all of their costs as claimed. Mr and Mrs T were after all free to consult their policy terms themselves before incurring those costs and the question they asked was not "*will my claim be covered*" but rather "*what is the limit of the policy and do I need pre authorisation*". That distinction matters and the Wakam advisor did explain to Mrs T that she *could* claim up to the policy limit. I'm not however satisfied that she was expressly led to believe the claim would be accepted in full and without question, such that Mr and Mrs T were entitled to rely on this entirely on the question of the costs they went on to incur. And I have made provision in my award for Wakam's failure to be clearer about cover when they spoke with Mrs T, such that I think this adequately compensates her and Mr T in this complaint for those failings.

Putting things right

Wakam should pay Mr and Mrs T:

- 50% of the costs they have claimed as previously offered.
- £300 in compensation for the trouble and upset caused to them as offered, if this has not already been paid.

My final decision

For the reasons set out above, uphold Mr and Mrs T's complaint against Wakam and direct them to put things right as I have explained.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T and Mrs T to accept or reject my decision before 16 January 2026.

Lale Hussein-Venn
Ombudsman