

## The complaint

Miss K's complaint is about a claim she made on her Wakam UK Limited trading as Wakam pet insurance policy, part of which was declined.

Miss K 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 providing 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 Miss K's complaint for broadly the same reasons and in the same way set out by the investigator. Before I explain why I wish to acknowledge the volume of submissions made by both parties. 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 concentrate on the crux of Miss K's complaint, namely whether Wakam treated Miss K unfairly in declining part of her claim in the way that they did and if so what they need to do to put things right.

The starting policy terms. They exclude 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.”*

In this case Wakam say part of Miss K's claim is excluded because it relates to a pre-existing condition. As Wakam are relying on a policy exclusion, the onus is on them to show that on balance, it applies here. It's long been our position that an insurer isn't entitled to decline a claim as pre-existing for something a policyholder couldn't have reasonably known might become a problem. In this case the history of Miss K's pet complicates things.

It's clear that Miss K's pet did have a history of behavioural problems. These on the whole appear to be anxiety related though there are instances of the pet demonstrating aggression when it appeared to be unwell or in pain. The present claim arose whilst Miss K was abroad with her pet. At that point her pet's behaviour deteriorated considerably, and this prompted further investigations into its symptoms to ascertain the cause. The pet was found to have problems with its hip joint and back as well as gastrointestinal issues. Wakam have agreed to fund everything except what they consider to be investigations into the pet's behaviour as they say these problems were known and pre-existing.

I've considered the pet's clinical history and the problems it later experienced after cover was in place. As I've said, it seems to me that before March 2024 (when cover began to run) the pet's behavioural problems were either related to some sort of general anxiety or in response to pain from illness. Given the pet's diagnosis in this present claim was for a variety of illnesses, I'm satisfied that these provide a reasonable explanation for the behavioural issues, such that they are distinct from any of the problems the pet experienced previously. And as Wakam are covering the claims for the illnesses themselves, I think it's unfair for them to discount any costs they consider relate to behavioural investigations. Those costs are after all related to an investigation into what was wrong with Miss K's pet, which culminated in the illnesses I've mentioned. And in the absence of any further problems being identified with the pet that might be related to behavioural problems on a standalone basis and not general discomfort, caused by the illnesses it was diagnosed with, I'm not satisfied that Wakam are entitled to exclude cover in the way that they have. I think the pet's diagnosis makes clear that the behavioural problems are wrapped up with the related pain and discomfort it was feeling and the veterinary evidence Miss K has supplied also supports this. Equally there is no veterinary evidence from Wakam to demonstrate that the behavioural investigations related to something other than the problems the pet was diagnosed with here, which Wakam have funded. Because of this I think Miss K's claim should be settled by Wakam in full as I have set out below.

I turn now to the service Miss K received from Wakam. Wakam accept that they caused unnecessary delays in responding to Miss K's claim and have offered £200 in compensation for this after she made her complaint to this Service. Looking at the timeline of the claim, the impact Miss K has described these delays had on her as well as the general distress and worry about Wakam's decision to decline her claim, I think the sum offered here is reasonable. I therefore direct Wakam to pay her this amount which is commensurate with awards we'd make in similar circumstances.

### **Putting things right**

I direct Wakam to pay:

- the outstanding elements of Miss K's claim subject to the remaining policy terms;
- interest at 8% per year simple on the outstanding elements of Miss K's claim from the time she paid those herself, until they are paid or the credit card interest Miss K has incurred as a result of paying those costs, whichever is the greater. Miss K will need to provide Wakam with evidence to support a claim for credit card interest should she wish to claim for this instead of the 8% interest calculation.
- £200 in compensation for the distress and inconvenience caused by their actions.

### **My final decision**

I uphold Miss K's complaint against Wakam UK Limited trading as Wakam and direct them to put things right as I have set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss K to accept or reject my decision before 16 March 2026.

Lale Hussein-Venn  
**Ombudsman**