

## The complaint

Mrs H complains about ETU Forsikring A/S (ETU) declining a claim under her pet insurance policy for treatment of her dog.

References to ETU include their agents who administer the policy.

## What happened

In June 2022 Mrs H noticed a swelling on the paw of her dog (left metacarpus<sup>1</sup>) and the dog showed lameness. She took the dog to a vet, who recommended an x-ray to investigate the swelling. The x-ray was carried out in August 2022 and Mrs H submitted a claim for the cost of treatment (£890.61).

However, while ETU said they would accept part of the claim (£143.57), they wouldn't accept the rest of the claim (for lameness) as review of the dog's clinical history submitted with the claim indicated a previous claim in December 2019 for swelling around the carpal metacarpal joint. They said it showed the dog had a pre-existing condition, before the policy was taken out (February 2020). Pre-existing conditions weren't covered under the policy (ETU referred to the policy wording excluding claims for a pre-existing condition).

Mrs H was unhappy about ETU's decline of part of her claim, so complained to ETU. ETU didn't issue a final response within the eight-week period within which businesses should respond to consumer complaints, so Mrs H complained to this service. She was unhappy at ETU declining part of the claim for treatment of her dog. She'd been affected financially and emotionally by what had happened. She wanted ETU to accept her claim and pay compensation.

Our investigator upheld Mrs H's complaint. From the evidence and information available, including the clinical notes and the views of Mrs H's vet, it wasn't clear whether the recent claim for lameness was linked to the previous treatment (which the vet said related to the lateral aspect of the carpus). Whereas the recent issue was with the caudal aspect. As ETU had accepted elements of the claim relating to a lump on the dog's paw, they should also cover the cost of the x-rays (which the vet deemed necessary treatment)) and any associated costs.

ETU disagreed with the investigator's conclusions. They said the x-rays were carried out as part of the claim element for lameness, which they'd declined as a pre-existing condition. And they didn't think the x-rays would have been required as treatment for the lump, so they wouldn't cover the cost under that part of the claim (which they had accepted).

Our investigator clarified with Mrs H's vet the x-rays were taken to investigate the lump (the swelling) to rule out the possibility it was linked to any underlying bone or joint changes.

---

<sup>1</sup> The metacarpus is a group of five bones on the forelimb of a dog that connect the 'wrist' (the carpus) to the toes (the phalanges). Source: Manchester Veterinary Specialists ([www.mvsvets.co.uk](http://www.mvsvets.co.uk))

ETU maintained their disagreement with the investigator's conclusions, referring to the clinical notes referring to 'pea size lump, poss cyst', which they thought wouldn't require x-rays. And the claim indicated seven x-rays were taken, which would indicate they were for the lameness issue.

### **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.

My role here is to decide whether ETU have acted fairly towards Mrs H.

The key issue in Mrs H's complaint is whether ETU acted fairly in declining her claim for treatment of her dog. ETU's view (as set out in their decline of part of the claim and response to our investigator's view) is that they correctly declined that part of the claim relating to lameness (though they accepted that part relating to the lump) on the grounds the dog's clinical history indicated a pre-existing condition (lameness). As a pre-existing condition, it was excluded from cover under the policy. Mrs H's view is that the previous treatment isn't related to the current claim. And her vet has stated the x-rays were necessary as part of the treatment of the lump (to determine whether it was linked to underlying bone or joint changes).

I've considered both views carefully, including the relevant terms and conditions of the policy (particularly those referred to by ETU) together with the supporting information and evidence, including the clinical history of Mrs H's dog. In their decline of the claim, ETU refer to the following policy wording under the *What is not covered* in the *Veterinary Fees* section:

*"2 The cost of any treatment or claim for a pre-existing condition."*

ETU also refer to the policy definition of a pre-existing condition:

*"...any injury or illness that:*

- a. Happened or first showed clinical signs.*
- b. Has been identified or investigated by a vet,*
- c. Has the same diagnosis or clinical signs as an injury, illness, or clinical sign your pet had,*
- d. Is caused by, relates to, or results from, an injury, illness, or clinical sign your pet had,*

*Or is otherwise known to you before the start date of your pet's first period of insurance (inception) or before the date the cover level on your policy was increased. No matter where the injury, illness or clinical signs are noticed or happen in, or on, your pet's body."*

I've then considered the question of whether the dog did have a pre-existing condition, specifically, lameness (given ETU cited this as the reason for their decline of part of the claim). Looking at the clinical notes for December 2019 (the specific reference mentioned by ETU when declining the claim) there is reference to "*swelling around the carpal metacarpal joint*". The notes also indicate x-rays were taken as part of the treatment. I can't see specific reference to lameness, though mention is made of arthropathy. This is a joint disease, the signs of which in dogs include joint swelling and lameness (from publicly available information I've seen). So, it's reasonable the symptoms may have included lameness.

Looking at the clinical notes from the visit to the vet in August 2022, there's clear reference to [intermittent] lameness. So, I think it's reasonable to conclude – looking at the policy

definition above – there were elements of the second (2022) claim for lameness that would have reasonably considered to be a pre-existing condition. Specifically points a. to c. in the above definition.

However, ETU accepted that part of the claim relating to the lump (swelling) was covered. But they dispute the x-rays should be included within that element of treatment.

Going back to the clinical notes from August 2022, there's reference to a lump on the back of the metacarpal region. The notes also refer to the vet advising x-rays on that region (and higher up the limb to determine the possible presence of something there). The notes go on to refer to x-rays mainly taken on the carpal/metacarpal region to investigate the swelling behind the metacarpus. Taken together with the views expressed by Mrs H's vet, I've concluded it's reasonable to conclude the x-rays were taken for the purpose of investigation (treatment) of the lump.

Taken with ETU's acceptance of that part of the claim for treatment of the lump, I've concluded ETU haven't acted reasonably in declining that part of the claim for the x-rays (and associated costs).

Given these conclusions, I've thought about what ETU need to do to put things right. As I don't think they've acted reasonably in declining that part of the claim for the x-rays (and associated costs) then they should accept that part of the claim in line with the remaining terms and conditions of the policy, including any limits on the costs of treatment (as appropriate). They should also pay interest at a rate of 8% simple on the amount accepted, from the date Mrs H paid the vet's bill, to the date they settle the claim (subject to Mrs H evidencing payment of the bill).

### **My final decision**

For the reasons set out above, my final decision is that I uphold Mrs H's complaint. I require ETU Forsikring A/S to:

- accept that part of the claim for the x-rays (and associated costs) in line with the remaining terms and conditions of the policy, including any limits on the costs of treatment (as appropriate).

ETU Forsikring A/S should also pay interest at a rate of 8% simple on the amount accepted from the date Mrs H paid the vet's bill to the date they settle the claim (subject to Mrs H evidencing payment of the bill).

If ETU Forsikring A/S consider they're required by HM Revenue & Customs to deduct income tax from that interest, they should tell Mrs H how much they've taken off. They should also give Mrs H a tax deduction certificate if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 18 September 2023.

Paul King  
**Ombudsman**