

The complaint

Mr K's claim is about a claim he made on his ETU Forsikring A/S ('ETU') pet insurance policy, which ETU declined.

Mr K feels ETU treated him unfairly and wants them to pay his claim.

What happened

Mr K made a claim on his ETU pet insurance policy for veterinary treatment to his pet in relation to extensive urolithiasis with a concurrent urinary tract infection. ETU considered the claim and declined it on the basis that the conditions claimed for were pre-existing and this wasn't something covered by the policy.

Mr K says the conditions claimed for weren't pre-existing. He's supplied a letter from the vet that treated his pet which sets out that whilst the pet did have a urinary tract infection in 2021, this was resolved with a combination of diet and surgery. The vet says that on this occasion, it's suspected that the new development of stones (urolithiasis) is not linked to the events of August 2021.

ETU have obtained an opinion from their own veterinary nurse who says that the stones in the pet's bladder are struvite in origin- and this means that the condition Mr K's pet has is linked to something it suffered from before.

In response to this evidence Mr K's pet's treating vet says there's no evidence the stones within the pet's bladder are struvite in origin because none have been removed so far and there's nothing that can provide them with any indication of this. He's gone on to say that if the stones are struvite then it's reasonable to assume they are secondary to a urinary tract infection, but it's also possible the stones themselves have predisposed the pet to this. Either way, the treating vet says the cause of the pet's conditions are unclear.

Our investigator asked ETU for their file of papers in response to Mr K's complaint, but ETU didn't provide anything. In the absence of any submissions by ETU, our investigator upheld Mr K's complaint based on the evidence he had and directed ETU to cover the cost of the pet's treatment plus interest at 8% per year simple.

Mr K has accepted the investigator's view. ETU didn't reply so the matter was passed to me to determine.

I issued a provisional decision in March 2024 in which I said:

"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 don't uphold Mr K's complaint. I'll explain why.

I'm somewhat limited in this complaint by the evidence I have. ETU haven't provided a file of papers, but they have acknowledged (by way of auto reply) all of the investigator's

correspondence in this case. So, my decision is based on everything I've seen to date.

The starting point is the policy terms. They exclude:

"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."

The issue I need to decide is whether the urolithiasis, with a concurrent urinary tract infection is pre-existing in accordance with the policy terms. As I understand it urolithiasis is a term used to describe calculi or stones that form the urinary tract. This condition involves the formation of calcifications in the urinary system, usually in the kidneys or ureters, but may also affect the bladder and/or urethra. I haven't seen the pet's clinical history, though Mr K's own vet accepts the pet had a urinary tract infection in the past and there is reference to the pet having kidney stones removed too in 2021. He also goes on to say that if there's a specific exclusion for urinary tract infections generally, he accepts why the claim was declined.

From what I've seen, there doesn't appear to be a specific exclusion in relation to urinary tract infections on the policy although I accept that there might be in addition to conditions related to kidney stones. But without anything to support this from ETU I have assumed no such exclusions are applicable.

Correspondence between ETU and Mr K suggests that ETU declined the claim based on the urolithiasis being struvite. They also say that the pet had struvite stones removed in 2021. But Mr K's treating vet says there's no evidence currently that shows the stones are struvite at all. So, it's impossible to tell whether the pet has had repeated struvite urolithiasis as ETU has suggested. I don't think it matters whether the previous urolithiasis was struvite in this case. The fact that the pet suffered from urolithiasis, and it appears to have been a linked urinary tract infection that was treated by way of removal of the stones (the surgery referred to) suggests to me that the condition was pre-existing- namely that it exhibited the same clinical signs the pet had. Whether one caused the other in 2021 or vice versa in this present claim makes no difference in my view. The fact remains that the pet appears to have presented with both conditions at the same time before the start of the policy. So, I think ETU were right to treat them as pre-existing.

And just because the conditions were resolved in 2021 and there was a gap in time before the pet presented with them again, doesn't to my mind mean the same clinical signs haven't been present before. It may be that there are differences in the specific illness and treatment the pet has received recently, but the fact remains the pet presented with the same clinical signs in the past, so I think it's reasonable for ETU to treat them as pre-existing."

I asked both parties to provide me with any information or evidence in response to my provisional decision. ETU has not responded by Mr K has. He doesn't except my provisional findings and in summary, says the following:

- He accepts his pet's kidney stones were pre-existing but doesn't believe the current

conditions claimed for are linked to this. He also says his pet's urine infection wasn't related to the kidney stones. He feels his pet's current good health whilst carrying kidney stones proves that this was not the reason for her becoming ill.

- He uploaded his pet's full clinical history, but ETU have not provided anything to support their position.
- It's unacceptable that ETU are basing their decision on the evidence of an unnamed veterinary nurse, and he doesn't know if her qualifications have been checked.
- His own vet who confirmed the stones may or may not be struvite has said the evidence confirming the conditions are linked is inconclusive.
- His vet has provided a written statement detailing his credentials and experience including teaching in a prestigious veterinary hospital.
- His vet's opinion is independent.

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 K's complaint should not be upheld.

I understand Mr K feels strongly that the evidence of his vet should be preferred over the evidence of the veterinary nurse who advised ETU. But my findings aren't based on the findings of the veterinary nurse or indeed on the recommendation of the vet that treated Mr K's pet. My role is to interpret the contract of insurance in place between Mr K and ETU with reference to the evidence before me.

In this case the issue I was determining was whether the urolithiasis, with a concurrent urinary tract infection is pre-existing in accordance with the policy terms. In doing so I looked specifically at the meaning of pre-existing which I quoted within my provisional decision. And in considering all the evidence- including everything Mr K supplied in relation to his pet's clinical history- determined that it made no difference whether the current urolithiasis being claimed for was struvite or not. That's because the pet suffered from urolithiasis before and this appears to have been linked to a urinary tract infection that was treated by way of removal of the stones. Mr K's own vet refers to this so I'm unsure why Mr K disputes this. Taken together I'm satisfied that the current condition being claimed for exhibited the same clinical signs the pet had before the insurance was in place.

I accept that Mr K's pet might not have become very ill in the past as a result of these conditions but that makes no difference. Equally whether the urolithiasis caused the urinary tract infection or vice versa in 2021 or the other way round in this present claim makes no difference. The fact that the pet appears to have presented with both conditions at the same time before the start of the policy persuades me that the illness is pre-existing. As such I don't think it was unreasonable to ETU to decline to cover the claim.

I note what Mr K has said about his own vet's credentials, but for the reasons I've mentioned above, they make no difference to the outcome of my decision.

My final decision

For the reasons set out above, I don't uphold Mr K's complaint against ETU Forsikring A/S.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 19 April 2024.

Lale Hussein-Venn
Ombudsman