

The complaint

Mrs P complains that ETU Forsikring A/S (“ETU”) has unfairly declined her pet insurance claim for the cost of life-saving treatment for her dog.

This complaint involves the actions of a claims handling firm for whom ETU is responsible. Any reference to ETU includes its claims handlers.

What happened

Mrs P held a pet insurance policy underwritten by ETU.

Mrs P’s dog was undergoing a spay procedure. Sadly, this did not go as planned and her dog suffered a serious injury. Mrs P had to take her dog to a vet hospital for life-saving treatment, where the dog stayed for around a month.

The hospital costs totalled around £20,000. Mrs P says she reached a settlement with the insurer of the vets that carried out the spay procedure. But this left a shortfall of around £4,500 that she thought would be covered by ETU. So, she submitted a claim for this.

ETU went on to decline the claim. It said Mrs P’s policy excludes costs that arise from complications of elective treatment that is not related to an illness or injury.

Mrs P didn’t think this was fair, so she complained to ETU. She said the vet had been negligent and the costs she’d incurred were to save her dog’s life. She said she was a loving and responsible owner and she’d chosen to have her dog spayed at the advice of her vet.

ETU said it spoke to the vets and confirmed that the procedure was not due to an illness and Mrs P had chosen to have it carried out. It said the costs had arisen from complications from that procedure, and so it thought the exclusion applied.

Mrs P didn’t think this was fair, so she referred the matter to the Financial Ombudsman. Mrs P told us that she was recovering from a serious illness and ETU’s decision to decline the claim has left her with a large debt that she’s struggling to pay.

Our investigator asked ETU for its files to assist with our investigation. After several chasers, ETU did not respond. So, our investigator based her assessment on the information from Mrs P. Our investigator sympathised with Mrs P’s situation but didn’t think the complaint should be upheld. She thought ETU had applied its exclusion fairly.

Mrs P didn’t agree with our investigator’s view. She didn’t think it was fair for our service to find in ETU’s favour when it hadn’t replied to our correspondence. She said her vet had been negligent and her policy doesn’t say that it excludes negligence, so she thought ETU should pay the claim.

Because Mrs P didn’t agree, the matter has been passed to me to make a final 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.

I want to first acknowledge that this is a particularly tragic complaint. I was relieved to read that Mrs P's dog survived her treatment. But I recognise the financial consequences Mrs P is facing, alongside her own recovery from a very serious illness. I want Mrs P to know that she has my sympathy for everything that's happened.

I've considered the complaint very carefully. Having done so, I have decided not to uphold it. I know this will be deeply disappointing and upsetting for Mrs P. I want to reassure her that I've given long and careful thought to the points she's made. But I'm satisfied her claim is not covered by her insurance policy with ETU, so, I cannot fairly require ETU to pay it.

ETU hasn't provided its files, which is disappointing. I can understand why Mrs P is frustrated about this, and why she feels it's wrong for us to find in ETU's favour. I should explain that when a firm doesn't provide its files, we don't automatically find in a consumer's favour. We consider the complaint in light of all the information we have available. Mrs P has kindly provided several documents to assist with our investigation and this has allowed me to reach my decision.

ETU applied a policy exclusion to Mrs P's claim. Mrs P has provided her policy wording, and I can see that this includes the exclusion that ETU has quoted to Mrs P in its letters.

The exclusion says:

"What You Are Not Covered For

In addition to the General Exclusions of the Policy, the Insurer shall not be responsible for:

8. The cost of treatment or complications arising from treatment You choose to have carried out and is not directly related to an Injury or Illness, including but not limited to dew claws (unless damaged) and umbilical hernias."

Exclusions like this are common in the pet insurance industry and I don't find this one unusual.

In essence, Mrs P's policy doesn't cover costs that arise from elective treatment unless that treatment is directly related to an illness or injury. This includes the cost of dealing with any complications that arise from elective treatment, which is key here.

ETU believes the exclusion applies because the hospital treatment came off the back of complications with the spaying procedure, and this procedure wasn't directly related to an illness or injury – but, rather, Mrs P chose to have it carried out. I've considered ETU's rationale and I find it reasonable.

ETU hasn't provided its files for me to confirm its conversations with the vets. But I can see Mrs P has confirmed she had her dog spayed because her vet thought it would "prolong and enhance her life and prevent her from having health issues in the future". I can understand why Mrs P chose to have her dog spayed and I don't doubt that she made this decision in consultation with her vet. But, crucially, I haven't seen anything to suggest Mrs P's dog was suffering from an illness or injury that prompted the procedure. So, I think it was reasonable

for ETU to conclude that the procedure was not directly related to an illness or injury, and was, instead, elective.

Mrs P has also confirmed that the only reason her dog needed hospital treatment was because the spay procedure went wrong. So, I think it was reasonable for ETU to conclude that the hospital treatment was needed because of complications with an elective procedure.

With this in mind, I'm satisfied that the circumstances of Mrs P's claim fall into the exclusion that ETU has applied to the claim. So, Mrs P's policy provides no cover for the hospital costs incurred on this occasion. Therefore, I think it was fair and reasonable for ETU to decline the claim.

Mrs P has said her claim arose from medical negligence and her policy doesn't exclude this, so, thinks ETU should pay it. Mrs P is correct that her policy doesn't exclude medical negligence but I'm afraid the other policy exclusions cannot be overlooked. The crux of the matter is that Mrs P's policy specifically excludes the costs Mrs P has asked ETU to pay. This is the case even if the policy doesn't have a specific exclusion for medical negligence.

I'm sorry to bring what I know will be very difficult news for Mrs P. But having considered all the available evidence, I do not require ETU to pay the claim – or to do anything further in respect of this complaint.

If Mrs P obtains further evidence which is likely to affect ETU's decision, Mrs P should present the evidence to ETU and I would expect ETU to consider it fairly.

My final decision

For the reasons set out above, I do not uphold Mrs P's complaint about ETU Forsikring A/S.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P to accept or reject my decision before 21 April 2025.

Chris Woolaway
Ombudsman