892A/12

Den 21. maj 2012 blev i sag nr. 80.775:

xxxxx xxxxxxx
xxxxxxx xxxxxx xxxxxxxxx
xxxxxxxxxxxxxx
xxx xxxx
xxxxxxx

mod

Alpha Insurance A/S
Sundkrogsgade 21
2100 København Ø

afsagt

k e n d e l s e :

Forsikringstageren har tegnet hundeforsikring i Alpha Insurance A/S (PetInsure.ie). Hun klager over selskabets afvisning af at dække udgifter til dyrlægebehandling af den forsikrede hund, som døde den 1/3 2011.

Selskabet har afvist at yde forsikringsdækning med henvisning til, at dyrlægeudgifterne relaterer sig en lidelse, som var til stede før forsikringens ikrafttræden den 29/9 2009.

Af klagerens skadeanmeldelse af 11/1 2011 fremgår bl.a.:

"**PART 1**
TO BE FILLED OUT BY POLICY HOLDER
…
Pet Age: 8 yrs.
Breed: Greyhound
…
PART 2
TO BE FILLED OUT BY VET

CONDITION OR DIAGNOSIS	**DATE**	**AMOUNT IN Euro €**
Chronic GI/Liver	13-11-10	€ 669 72.
See attached history		
Chronic diarrhea +		€
weight loss.		€

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Unresponsive to	€
antibiotic +	€
antiparasitic treatment	€
required further	€
diagnosis - ref to	€
…. Hospital	€
	TOTAL: € _____"

På baggrund af sagens oplysninger afviste selskabet at yde forsikringsdækning, hvilket blev meddelt klageren ved brev af 31/3 2011. Af dette brev fremgår bl.a.:

"We have now completed processing your claim, and our conclusions are as follows. As your pet suffered chronic gastrointestinal problems, and that your pet was seven years old at the point when you took your insurance policy with us on 29th September 2009, we closely monitored the gastrointestinal problems your pet may have had before the start date of the policy.

According to the Policy Terms and Conditions, under Vet's Fees, What We Will Not Pay, Any amount if your claim results from:

'A pre-existing Condition, i.e. a Condition that is the same as, or has the same diagnosis or clinical signs as an illness, injury or clinical sign your pet had before the Start Date or during the Stand Down period'

We understand that on 27th April 2009, [klagers hund] had bouts of diarrhoea, and did not respond to a simple diet, as noted by your Vet. As per our terms and conditions, this makes your claim pre-existing. Therefore, unfortunately, we have to decline your claim."

Trods klagerens indvendinger fastholdt selskabet efterfølgende afslaget på forsikrings-dækning.

Den 23/6 2011 har klageren indbragt sagen for nævnet. Af klageskemaet fremgår bl.a.:

"2. What specifically is it you want the insurance company to do? …
To pay the costs of [klagers hund] treatment under the terms of their insurance policy. These include the costs at … Clinic (already submitted) and the costs included at … Hospital and …"

Heroverfor har selskabet i brev af 15/7 2011 til nævnet anført:

"From [klagers] letter dated 31st May to Petinsure, we note that her complaint is on two counts:
a) the time it has taken to consider this claim and
b) the basis on which the claim has been rejected.

With regard to a) above, we advise that the initial claim form signed by [klager] and dated 11th January 2011 was incomplete, because a complete clinical history for the dog was missing. A copy of this was requested on 19th January and handwritten record cards found at … Hospital were later supplied.

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On the claim form there is a section requesting details of **all** prior treating vets and [klager] neglected to include details of a further treating vet, … when she replied. With this vet there were approximately 30 records relating to [klagers hund] dating back to 2004. This information was not disclosed at the time of the initial claim or indeed throughout the initial claim process and Petinsure were not in receipt of the records from … practice until 10th May 2011.

This claim was initially denied on 31st March 2011 and this position was maintained, following a review of the case, in our letter to [klager] of 25th May 2011. There has therefore been no undue delay in the initial consideration or review of this claim.

With respect to b) above, being our declinature of this claim, [klagers hund] was insured on 29th September 2009 as a 7 year non-pedigree dog. This case has been reviewed in detail by our consultant vetinary surgeon whose considered view is that, based on the clinical notes provided, there is sufficient evidence to suggest chronicity relating to [klagers hunds] case. This is however not specifically required to legitimize our declinature of this claim.

Under the policy terms and conditions a pre-existing condition is defined as :
1) A condition which first showed clinical signs before the start date or during the stand down period of the policy;
2) A condition that is the same as or has the same diagnosis or clinical signs as an illness, injury or clinical signs your pet had before the start date or during the stand down period;
3) A condition that is caused by, relates to or results from an illness, injury or clinical sign your pet had before the start date or during the stand down period.

[Klagers hund] presented with Diarrhoea in November 2010, a condition with which she also presented in April 2009 prior to the policy commencement date. Regardless of the suggestion of chronicity in relation to [klagers hund]'s condition, the policy specifically excludes cover, as noted above, for pre-existing conditions.

[Klagers hunds] clinical signs in November 2010 are the same as the clinical signs noted in April 2009 prior to the policy start date and so vetinary charges for treatment of this condition are not covered under the terms and conditions of this policy. It is our opinion that the ultimate diagnosis of a 'low grade chronic inflammatory antigenic stimulation process' supports this supposition.

We firmly believe that the claim has been dealt with in a timely, proper and professional manner and we maintain that, while we sympathies greatly with [klagers] loss of her dog, she is not entitled to coverage for her claim."

Herefter har klageren i brev af 25/7 2011 til nævnet anført:

"I do not agree with the statement from Alpha Insurance about [klagers hund] having a pre-existing condition.

In support of this I enclose a statement from the vet … who has treated [klagers hund] for most of her life. This statement confirms that [klagers hund] showed no signs of her final illness until November 2010. I wish to submit this as part of the evidence for my case."

I den vedlagte dyrlægeerklæring, der er udateret, hedder det:

"[Klagers hund] was registered with … Hospital from 2003 until her death in 2011, 8 years, which in a large breed dog like [klagers hund] is at least half her lifetime. During that time records show one single bout of diarrhoea occurring in 2009, this was uncomplicated and responded to treatment. Diarrhoea/gastrointestinal upsets are one of the most common problems treated by vets in Ireland. To suggest this isolated incident is a pre-existing condition is ridiculous.

[Klager] received a letter from Petinsure on 25/05/2011 outlining the reasons for the declining of her claim. A comment is made in the first paragraph that quotes records 'not seem to respond to a simple diet' and follows with the comment that this statement suggests chronicity. This statement merely indicates that the owner on noticing the diarrhoea initially tried changing the dogs' diet to a very basic diet e.g. chicken and rice for a day or so to see if this would resolve the diarrhoea. This is normal protocol for any diarrhoea dogs. Failure to respond to this treatment or increase in severity of symptoms requires veterinary intervention which is what happened in this case. I can assure you having dealt with this dog for 8 years that this owner would not allow diarrhoea to be on going for more than a day or so without seeking veterinary advice. I therefore question strongly the relevance of these comments and again reiterate this bout of diarrhoea was not a chronic problem.

This same paragraph of the aforementioned letter continues to quote records re 17/11/2010 that [klagers hunds] diarrhoea was 'not as bad' with the only prior reference to diarrhoea being 27/04/2010. Had the records been read properly one would see references on 13/11/2010 (D+ is short for mild diarrhoea) and again on 15/11/2010 to [klagers hunds] diarrhoea and again guess what, simple diet is the initial recommendation. This is a major error on behalf of the insurance company that they do not even read the records vets submit to them and quite relevant in this case as the company insisted and refused to process the claim until they obtained the old hand written records which were over 5 years old and were not easily located.

Now to get technical, the next paragraph of the same letter 25/05/2011 comments on the findings of the biopsy from … Hospital which suggests chronicity quoting 'low grade chronic inflammatory antigen stimulating process'. Of course the condition was chronic, it had been ongoing for weeks at this stage, and the chronicity diagnosed by the biopsy refers to this not a single isolated bout of diarrhoea nearly 2 years previously!

I wish to continue on a technical note. The diarrhoea in May 2009 was treated with antibiotics and pain relief, no anti-inflammatory was used. The treatment worked, and this suggests an infectious process probably bacterial to be the cause. The diarrhoea of Nov 2010 never responded to antibiotics and only seemed to improve when anti inflammatories were used as would be expected with the biopsy findings. This confirms my opinion that the bout of diarrhoea in May 2009 has nothing to do with that of Nov 2010. It needed to be treated in a different way with different drugs and is not a pre-existing condition.

On a final note, I was the vet involved in the initial treatment of [klagers hund] in Nov 2010 and was one of the vets who looked after her for the previous 8 years and I was very disappointed I was never contacted for any more relevant information about this case or to ask my opinion about it. I feel had I been contacted, a lot of this further appeals, letters, complaints etc. could have been avoided and a lot of time and money saved."

Selskabet har i brev af 7/9 2011 til nævnet bl.a. anført:

"Our understanding of the case made by … is that one single bout of Diarrhoea / gastrointestinal in 2009 could not be deemed to be a pre-existing condition for the gastrointestinal condition that presented in November 2010 and which is the subject of the claim.

Our response to this argument is that the Clinical History of [klagers hund] show that the animal's gastric and intestinal mucosa appears to have been seriously compromised from late 2008 to early 2010. Our interpretation of the Clinical Notes is that, during this period, there is a regular pattern of [klagers hund] being presented to two veterinary practices with a range of symptoms which point towards an ongoing gastrointestinal condition which was possibly growing increasingly chronic.

At this point, we would like to make a comment on the quality of the Clinical History which was supplied to Petinsure.ie. Contrary to the Terms and Conditions of the Policy, the Policyholder did not disclose the Full Clinical History of [klagers hund] until several months after the submission of the claim and despite repeated requests to do so.

Clinical History was presented from the following three veterinary practices [a] … Hospital, [b] … Hospital and [c] … Practice. In the case of … Hospital, the quality of the Clinical Notes presented in support of the claim was satisfactory. However, in the case of … and …, the quality of Clinical Notes was most unsatisfactory. Contrary to good practice, the Clinical Notes from these two practices rarely contained any information associated with clinical parameters and examination findings such as heartrate, pulse, mucous membranes, temperature, hydration status or abdomen palpation results. Minimal clinical history is noted for each consultation. Problem list and differentials are rarely noted in the clinical history.

The poor quality of the Clinical Notes disclosed by the Policyholder in relation to frequent visits to … and … makes it difficult for Petinsure.ie to form a clear picture of progressive deterioration in the gastrointestinal condition of [klagers hund] from late 2008 up to early 2009. However, we have summarized our key findings in Table 1, which is attached to this letter.

The following general points can be deduced from the information compiled in Table 1:

1. Since the Clinical Notes do not provide any further information, we believe that the administration of Probiotics to [klagers hund] over a long period of time suggest an ongoing gastrointestinal condition. Probiotics are also easily available from other non veterinary sources and as such we would have no record of their purchase.
2. Since the Clinical Notes do not provide any further information, we believe that administration of Organ Support Complex to [klagers hund] over a long period of time suggest an ongoing condition relating to the gastro, intestinal, liver and kidney mucosa.
3. Non-steriodical anti-inflammatory drugs (such as Metacam), steroids (such as Predi-solone) and antibiotics were administered to [klagers hund] from 2008 (or earlier) on a frequent basis. The ongoing administration of these treatments over a prolonged period is known to induce gastric, intestinal and liver damage.
4. There are a number of references, compiled in Table 1, where the Vets treating [klagers hund] raise questions about a possible link between the treatments administered for the hock and the chronic gastrointestinal condition which [klagers hund] presented with in November 2010.
5. In the absence of more comprehensive Clinical Notes, we believe that the owner may have been treating [klagers hund] for bouts of Diarrhoea prior to April 2009 with simple diet. Our assumption is that the Diarrhoea which [klagers hund] presented with in April

2009 was part of a pattern but was a somewhat worse than usual of the condition. This assumption is based on the Clinical Notes from 27 April 2009.

We would like to make the following specific points in response to the … Report:

1. … suggests that the Clinical Notes produced by her veterinary practice were not read properly by Petinsure.ie. She is correct. However, this happened for a good reason. The Clinical Notes for the relevant period (November 2010) are not presented in chronological date order. This is so, in spite of the fact that they appear to have been generated by computer. We find it strange that a computer generated log of Clinical Notes would be presented in a random date order and this restricted our ability to read the notes properly.
2. … suggests that the chronicity of the gastrointestinal condition that [klagers hund] presented with in November 2010 was a phenomenon that materialized over a period of a few weeks in November 2010. We believe that this conclusion is suspect, due to the presence of non-cancerous polyps and nodules in [klagers hunds] stomach and intestines. (See Clinical Notes for 14 Feb 2011 in Table 1). In the view of our veterinary consultant, the presence of such polyps and nodules suggest a condition that persisted for a period considerably in excess of a few weeks.
3. … has commented adversely on the failure of Petinsure.ie to consult her personally in relation to [klagers hund]'s condition. This point is unreasonable. Firstly, as the Clinical Notes show [klagers hund] was treated by a large number of vets over a long period of time. While the Notes show that … attended to [klagers hund] on a number of occasions, the Notes shows that other vets appear to have been consulted more frequently than her. Secondly, in view of the length of time that it took the Policyholder to provide the Full Clinical History for [klagers hund], it would have been reasonable for Petinsure.ie to assume that the Full Clinical History was provided by the Policyholder without the need to interview individual vets who had treated [klagers hund]. Finally, the poor quality of Clinical Notes provided to Petinsure.ie by … practice would not suggest that it would be productive to interview individual vets within that practice.

In conclusion, Alpha Insurance A/S, in full support of the claims handling performed by our agent Petinsure.ie, wishes to state the company stands over the original decision to deny Claim No:2427 and the subsequent decision to deny the appeal that was submitted by the Policyholder.

Our position is that [klagers hund] suffered from an ongoing gastrointestinal condition that probably commenced in late 2008 and continued throughout 2009 until the condition deteriorated to a level of chronicity in November 2010. There is sufficient evidence gleaned from the inadequate and poor quality Clinical Notes compiled in Table 1 to support that conclusion. On that basis, it is our contention that the gastrointestinal condition from April 2009 is a pre-existing condition to the condition that was manifest in November 2010.

To complement this conclusion, we further believe that this condition was probably directly caused by the ongoing administration of non-steriodial anti-inflammatory drugs, steroids and antibiotics administered to [klagers hund] throughout 2009 and 2010 to treat the ongoing hock condition, which was an ongoing condition."

Af et vedlagt bilag ("Table 1") fremgår:

"**TABLE 1 - Part 1**

Date	**Clinical Notes / Medication**	**Comment**

22 Dec 2008	Probiotics	Clinical Notes do not clarify why Probiotics was administered but it suggest that [klagers hund] was suffering from a gastrointestinal condition.
27 Dec 2008	Probiotics	Clinical Notes do not clarify why Probiotics was administered but it suggest that [klagers hund] was suffering from a gastrointestinal condition.
02 Jan 2009	Metacam 10 mls injection	The ongoing administration of Metacam over a prolonged period is known to induce gastric, intestinal and liver damage. (Attachment 1 - Datasheet for Metacam)
02 Jan 2009	SURGERY TO RE-ATTACH TENDON	
27 April 2009	'[Klagers hund] has diarr does not seem to be resp to simple diet'	Our interpretation of this note is that [klagers hund] is suffers from diarrhoea on an ongoing basis but on this date it has not responded to the normal treatment by the owner.
29 Jul 2009	Metacam 32 mls	The ongoing administration of Metacam over a prolonged period is known to induce gastric, intestinal and liver damage.
13 Aug 2009	Advice to continue the longterm Metacam treatment	This advice was given by the Vet and suggests that Metacam was administered to [klagers hund] over a long-period of time. The Clinical Notes do not clarify how Policyholder got access to Metacam. The ongoing administration of Metacam over a prolonged period is known to induce gastric, intestinal and liver damage.
27 Sep 2009	INCEPTION OF POLICY	
29 Sep 2009	'Owner had Metacam at home and owner will continue on 0.1 mg/kg dose…'	No information on source of Metacam. The ongoing administration of Metacam over a prolonged period is known to induce gastric, intestinal and liver damage.
02 Oct 2009	'Owner concerned that patient has not defecated or urinated….owner concerned with digestion of antibiotics….'	This is an indication that the owner is conscious that [klagers hund] is suffering from an ongoing gastrointestinal condition and the source of this condition is

		linked with the administration of antibiotics to treat the ongoing hock condition, which is a pre-existing condition. It is significant that these Clinical Notes were written during the Stand-down Period.
02 Oct 2009	Metacam 32 ml	The ongoing administration of Metacam over a prolonged period is known to induce gastric, intestinal and liver damage.
08 Oct 2009	Organ Support Complex - liver & kidney	Likely to have been administered in response to a liver or kidney condition which is not explained in the Clinical Notes
11 Nov 2009	Organ Support Complex - liver & kidney	Assumed some liver and/or kidney condition as there are no Clinical Notes associated with these prescriptions. The only credible conclusion is that [klagers hund] suffered from a stomach or intestinal condition

TABLE 1 - Part 2

Date	Clinical Notes / Medication	Comment
15 Dec 2009	Metacam 100 mls	The ongoing administration of Metacam over a prolonged period is known to induce gastric, intestinal and liver damage.
17 Dec 2009	Organ Support Complex - Liver & kidney	Assumed some liver and/or kidney condition as there are no Clinical Notes associated with these prescriptions. The only credible conclusion is that [klagers hund] suffered from a stomach or intestinal condition
17 Feb 2010	Organ Support Complex - Liver & kidney	Assumed some liver and/or kidney condition as there are no Clinical Notes associated with these prescriptions. The only credible conclusion is that [klagers hund] suffered from a stomach or intestinal condition
15 Mar 2010	Organ Support Complex - Liver & kidney	Assumed some liver and/or kidney condition as there are no Clinical Notes associated with these prescriptions. The only credible conclusion is that [klagers hund] suffered from a stomach or intestinal condition
16 Apr 2010	Organ Support Complex - Liver & kidney	Assumed some liver and/or kidney condition as there are no

		Clinical Notes associated with these prescriptions. The only credible conclusion is that [klagers hund] suffered from a stomach or intestinal condition
21 May 2010	Organ Support Complex - Liver & kidney	Assumed some liver and/or kidney condition as there are no Clinical Notes associated with these prescriptions. The only credible conclusion is that [klagers hund] suffered from a stomach or intestinal condition
02 Dec 2010	… - Predisolone 5 mg (Steriods)	From the notes, it appears that this treatment was prescribed to address an allergy condition.
15 Dec 2010	Quote from Vet - 'gastroenteritis ...may have started with anti-inflammatorys for leg' 'I have been worried about the long-term antibiotics and anti-inflammatorys....with their re-introduction ...we have diarrhoea presenting ...'	These notes suggest the Vet believes that there may be a direct link between the treatment administered for the leg condition and the gastrointestinal condition.
28 Dec 2010	Vet - 'now on no steroids for 5 days...that led to normal poo ...'	Suggest [klagers hund] has been on steroids continuously. The ongoing administration of steroids over a prolonged period is known to induce gastric, intestinal and liver damage.
11 Jan 2011	Vet - 'vomiting ..was on Loxicam and Milbemax....diarrhoea possible link from surgery on leg..'	These notes suggest the Vet believes that there may be a direct link between the treatment administered for the leg condition and the gastrointestinal condition. Loxicam is the same product as Metacam but supplied by a different company.
14 Feb 2011	Vet - '[klagers hunds] test show extensive polyps and nodules ... with a lot of swelling throughout her stomach and intestines.	Chronic changes in the stomach and intestines had led to the production of the polyps & nodules. Our assumption is that this lead eventually to the condition which is subject to the claim. Inflammation probably due to NSAIDS (Metacam is a NSAID).
24 Feb 2011	Vet - '...leg ..does it have any real link to [klagers hunds] gastrointestinal condition other than medication....'	These notes suggest the Vet believes that there may be a direct link between the treatment administered for the leg condition and the gastrointestinal condition.

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"

Klageren har i brev af 19/9 2011 til nævnet anført:

"Thank you for your letter of 8th September attaching a letter from Alpha Insurance.

This letter contains outrageous and untrue statements which are corrected below.

1. There is no evidence that [klagers hunds] gastric and intestinal mucosa was seriously compromised since 2008.

2. There is no evidence that [klagers hunds] treatments by two veterinary practices in this period point towards an ongoing gastrointestinal condition. These treatments were related to [klagers hunds] rear leg, for which I did not claim and which was not relevant.

3. The original claim was submitted by … because she was treating [klagers hund] at the time, and had done since 2003. She referred to other vets as necessary, and if you had asked her (or me) we would have provided all these details immediately. Prior to November 2010 [klagers hund] was never referred to another vet for gastrointestinal problems because she had none!

4. If Alpha found clinical notes difficult to understand, a simple telephone call to … - or me - would have clarified any queries. With regard to examination of [klagers hund]: thorough examinations were carried out related to any symptoms she was presenting throughout her life. Annually, she would have a general check including heart and general condition at the time of her booster vaccination. I would suggest no vet would make unnecessary examinations or tests on an otherwise healthy dog.

5. The visits to … and … were related to [klagers hunds] leg. There was NO progressive deterioration in her gastrointestinal condition which is why there are no notes relating to this.

6. The administration of Probiotics was purely to support her when she was on antibiotics after surgery for her damaged leg. It is absolutely untrue to state this suggests an ongoing gastrointestinal condition - and they were always administered on the vet's prescription.

7. Organ support complex was also used to ensure [klagers hund] recovered fully and quickly from surgery - which she did on both occasions. This was administered by … and by agreement with ...

8. Use of Metacam and Predisolone..... If [klagers hund] was developing adverse reactions to the post-operative medications she would have shown symptoms long before November 2010. When [klagers hund] recovered from the second surgery for her leg she was a healthy, happy dog through the Spring, Summer and Autumn of 2010 showing absolutely no symptoms of any gastrointestinal problems during or after the procedures.

   Both … and … Hospital) deny any link between treatment for [klagers hunds] hock injury and the chronic gastrointestinal condition that she developed in November 2010.

9. I absolutely refute that I treated [klagers hund] myself for diarrhoea prior to April 2009. Firstly I would always take her to the vet if she showed any signs and, secondly, I would never presume to know how to treat a dog myself - I am not a vet! This is an outrageous assumption.

10. Alpha Insurance's conclusion that [klagers hund] 'suffered from an ongoing gastrointestinal condition that PROBABLY commenced in later 2008' is incorrect, is not supported by any evidence, and is denied by vets who treated her.

11. Alpha's further conclusion that 'this condition was PROBABLY directly caused by ongoing administration of non-steroidal antiinflammatory drugs, steroids and antibiotics' is also incorrect and is refuted by all the vets who have treated her over this period.

I also wish to comment on additional points made in the table attached to Alpha Insurance's letter, in date order.
22/28 Dec 2008 See earlier comments re Probiotics.
27 Apr 2009 This was a single bout of diarrhoea,
successfully treated by vet, after I tried chicken and rice instead of dried food for 24 hours. There was NO diarrhoea or stomach problem prior to or after this date until November 2010.

13 Aug 2009/29 Sep Any use of Metacam was through the vet. It is untrue to imply I obtained and used Metacam myself.

2 Oct 2009 This comment relates to immediate postoperative period when [klagers hund] was recovering from anesthetic and surgery; it does not relate to any ongoing gastrointestinal condition. I always ask the vet about any possible side effects from medications.

8 Oct /11 Nov/17 Dec2009/17 Feb/15 Mar/16 Apr/21 May 2010
Organ Support Complex - see earlier comments. This was NOT 'likely to have been administered in response to a liver or a kidney condition'. It was purely to support [klagers hund] through the post-operative period, which it did successfully.

2 Dec 2010 Steroids were prescribed for the NEW diarrhoea problem from [klagers hund] had been suffering since November 2010.

All further points in Alpha's table are clarified and answered in the statements from … and …, which are attached, and are unequivocal in their denial of Alpha's basic premise.

This is a genuine, valid claim."

Som anført har klageren sammen med brevet sendt to dyrlægeerklæringer.

Af den ene dyrlægeerklæring, der er dateret 17/8 2011, fremgår:

"[Klagers hund] was first registered at the …. Hospital on the 29th July 2009. The dog was referred to us from … Clinic after post-operative complications occurred following surgery carried out on a right hock injury.

After considerable orthopedic, with … [klagers hunds] leg was spared with ankylosis of the hock joint. The dog recovered well with good quality of life. Considering all that [klagers hund] went through we never had to deal with any gastrointestinal or any other problems related to her surgery.

Indeed we found [klagers hund] a very good tolerant patient and [klager] was a client who always erred on the side of caution and always sought veterinary advice no matter how big or small eth problem was.

The first time we saw [klagers hund] for gastro-intestinal problems was on the 27th January 2011 when she had been referred to … a veterinary ultrasonographer. Ultrasonography revealed she had severely dilated small intestines and [ulæseligt] with mild lymphadenopathy. The dog was now developing areas of dependent edema. This procedure was followed by endoscopy of both the stomach and colon. These appeared to be grossly abnormal with multiple nodular growths and ulceration. Multiple biopsy samples were taken and submitted for histopathology.

The results revealed a plasmacytic colitis. We were thus dealing with a protein losing enteropathy with high suspicion on gastro-intestinal neoplasia (especially when we see how fast [klagers hund] deteriorated)

It must be known that endoscopie biopsies are not full thickness biopsies and it is not advised to carry out full thickness biopsies when we have a protein losing enteropathy due to the risk of would leakage and wound breakdown. This is possible that you do not get a definitive diagnosis and owners are advised of such.

Plasmacytic enteritis has an unknown aetielogy and is a rare disease (ref … clinical medicine of the dog and cat) and it cannot be argued that long term administration a NSAIDS is likely to have caused this gasteroinstinal disease.
As I believe that we had an underlying neoplasia, this also cannot either, be associated within use of NSAIDs.
One has question why if this was a pre-existing condition why did she not deteriorate 2 years previously when she was under such stress? I am aware that. NSAIDs cause GIT, real, hepatic problems etc an in my experience these signs generally stop on cessation of such treatment or can be managed. [Klagers hund] was subsequently treated with high doses of steroids, with metronidaxole and dietary changes. If the disease was associated with NSAIDs why did it improve with steroids?"

Af den anden dyrlægeerklæring, der er udateret, fremgår:

"I read the letter received regarding the above insurance claim from Alpha Insurance dated 15/07/2011 where they outlined the reasons for rejecting the claim on 3 issues.

I have dealt with these comments already in a previous communication and my opinions remain the same. The only comment I make is in the usage of the word 'condition'. The word diarrhoea when used alone is a descriptive term used to describe abnormally loose or druid faeces, it does not, when used alone give any indication of the cause of the loose faeces of which there are many.

The 'chronic inflammatory antigenic stimulated diarrhoea' in Nov 2011 is not the same condition as the 'acute probably bacterial diarrhoea' of early 2010. They were caused by two different things.

I also read the letter for Petinsure.ie dated 09/08/2011.

It is interesting that the company come up with a totally different reason at this stage to decline the claim. The usage of NSAIDs had not been mentioned before. Have they any other outstanding issues they wish to discuss rather than drag this out any further?

I state at the outset that 99% of the treatment for the hock injury mentioned in this letter was carried out in … Hospital in … so my comments are only opinions not facts as I do not know the specifics details of all the drugs used at this time, their dosage, length of treatment etc. I suggest making contact directly with … and getting their opinion on this issue.

As a general practitioner I am well aware of the side effects of painkillers called NSAIDS (non-steroidal anti-inflammatory drugs) have on the gastrointestinal system. These are usually vomiting and blood in the faeces (melena), neither of which [klagers hund] ever displayed when under my care. [Klagers hund] would have only been given these drugs when her hock injury was treated. As far as I am aware [klagers hund] had not been on any NSAIDs for a considerable length of time prior to the diarrhoea in Nov 2011 so I refute the argument that NSAIDs had anything to do with this bout of diarrhoea. Had [klagers hund] suffered any ill effects or intolerance to the NSAIDs, this would have been seen when she was on the medication not several months after finishing the course. When animals have problems with NSAID usage, it is usually manifested during the treatment not afterwards. The pharmacological arguments surrounding NSAID usage ant their side effects are very complex and I would suggest you get an expert opinion on this issue, I would suggest …. lecture in Parmacology in … who might shed further light on the matter.

I use NSAIDs daily and the drugs are widely used in treatment of arthritic dogs (of which I treat many) for very long periods of time, years and years, much longer than [klagers hund] was treated and I have NEVER seen a dog to develop diarrhoea like [klagers hund] as a side effect to treatment.

One last minor point to draw your attention to, the third last paragraph of the letter refers to a report by myself. Both my professional qualifications are incorrectly written, they have left out the 'V' twice. For a company that in theory is dealing with vets every day of the week one would assume them to be familiar with our basic qualifications? Maybe the absence of the letter V which refers to the word veterinary in both cases is an indication on how much they value our opinion?"

Efterfølgende har selskabet i brev af 12/10 2011 til nævnet bl.a. anført:

"We would now like to address the cases made by … and … in their separate letters which are attached to policyholder's letters. Based on the Clinical Notes provided to Alpha's agent Petinsure.ie, we have identified 23 separate occasions between December 2008 and February 2011, when [klagers hund] was presented to a veterinary practice where we feel there was some evidence of an ongoing gastrointestinal condition or some reference by the vet in the Clinical Notes to such a condition. We believe that the conclusions drawn by … and … are at variance with the written evidence and conclusions that Petinsure.ie has drawn from the Clinical Notes that were presented by …, … and ... In our view, we have drawn conclusions which are credible and reasonable from these Clinical Notes and we believe that there is far more evidence to support our conclusions than those drawn by … and ..."

14. 80.775

Nævnet har fået forelagt de bilag, der er vedlagt sagen.

Af forsikringsbetingelserne fremgår bl.a.:

"**VET FEES**
What We Will Pay
- The cost of Vet Fees for Treatment Your pet has received during the Period of Insurance for an Event.
- The Maximum Benefit for any one Event or in aggregate for one Period of Insurance will be shown on Your Policy Schedule.

…
What We Will Not Pay
…
- Any amount if Your claim results from:
- A Condition that first showed clinical signs before the Start Date or during the Stand-down period
- A pre-existing Condition, i.e. a Condition that is the same as, or has the same diagnosis or clinical signs as an illness, Injury or clinical sign Your pet had before the Start Date or during the Stand-down period.
- A Condition that is caused by, relates to or results from an illness, injury or clinical sign Your pet had before the Start Date, or during the Stand-down period."

Nævnet udtaler:

Efter sin gennemgang af sagen finder nævnet det ikke godtgjort af selskabet, at dyrlægeudgifterne relaterer sig til en forudbestående lidelse. På det foreliggende grundlag har selskabet derfor ikke været berettiget til at afvise forsikringsdækning med den anførte begrundelse som sket. Nævnet bemærker, at sagen er afgjort efter dansk ret.

15. 80.775

Som følge heraf

b e s t e m m e s :

Selskabet, Alpha Insurance A/S, skal anerkende, at det ikke har været berettiget til at afslå at udbetale erstatning med henvisning til, at der er tale om en forudbestående lidelse, og selskabet skal på den baggrund genoptage sagen og yde forsikringsdækning i overensstemmelse med de gældende forsikringsbetingelser med tillæg af renter i henhold til forsikringsaftalelovens § 24.

Poul Sørensen

Udskriften bekræftes

Henning Jønsson