

The complaint

Miss B complains that Allianz Insurance Plc trading as Petplan Equine declined a claim made for her horse's treatment on the basis that the condition was pre-existing. She doesn't agree and wants them to pay her claim. She's also unhappy that an exclusion was added to her policy in relation to the horse's back, spine and associated soft tissue structures. She considers the exclusion to be unfair and wants it removed.

What happened

Miss B has had insurance cover for her horse with Allianz since 26 February 2021. On 19 May 2021 she submitted a claim for treatment of back problems. This was declined as Allianz said that when they assessed the claim, the veterinary records showed that the horse had problems with his back in September 2020. This wasn't disclosed when Miss B took out her policy and as it was pre-existing it wasn't covered by her policy.

As well as declining Miss B's claim Allianz added exclusions to her policy effective from 26 February 2021. These included an exclusion for the back, spine and associated soft tissue structures. Miss B was told this exclusion could be reviewed after 12 months subject to Allianz receiving an exclusion review form completed by her vet following an examination.

Miss B wasn't happy that her claim had been declined, or with the exclusion, as she said the horse was only seen for a routine vaccination in September 2020. She says she mentioned to the vet that the horse was uncomfortable in the mouth and playing up a bit. And the vet said he needed his wolf teeth removed. Miss B says she wasn't aware that the vet had recorded that she found tension and heat over the horse's lumbar spine. She says her horse had his wolf teeth removed in October 2020 and was fine until April 2021.

Miss B raised a complaint with Allianz. She says her physiotherapist and vet both wrote letters stating that the horse was fine. But Allianz ignored these and didn't uphold her complaint. She also said there's no link between wolf teeth and problems in the sacroiliac spine, so to add an exclusion to her policy for the back, spine and associated structures is unfair.

When responding to Miss B's complaint Allianz told her they'd referred her claim to their external vet, who said he believed the lack of progress with the horse's training in February 2021, was linked to the problem noted in September 2020. They confirmed her claim wasn't covered as it was for a pre-existing condition which had shown clinical signs before her policy started.

The letter from Miss B's vet is dated 8 June 2021. The vet says that when she saw the horse in September 2020 Miss B told her he was behaving badly and was uncomfortable in his mouth. She found some heat in his lumbar spine but said this could have had many possible causes. The horse needed his wolf teeth removed and she thought the dental issues were causing tension in his back.

The letter also says the horse had regular treatments from a physiotherapist, from March 2019, for the back pain/tightness noted before its wolf teeth were removed. But appeared to

be working and comfortable when seen on 20 February 2021. She concludes the letter by saying no diagnosis was made by her in September 2020, so she doesn't think there was a pre-existing condition.

The letter provided by the physiotherapist, dated 17 June 2021, says that he believes there's been some confusion about his findings on 25 September 2020. He says the thoracolumbar dysfunction he noted wasn't related to pain. And the most obvious cause for the lack of movement (dysfunction) he'd noted was dental related and the possible need for removal of the horse's wolf teeth. He saw the horse again in February 2021 and it wasn't in pain. And the first sign of pain was in May 2021 when the horse was referred for assessment.

Miss B says that in mid-March 2021 the horse began to show uncharacteristic behaviour under saddle. He didn't want to move forward, his ears were back and he was rearing. He had an episode of pyrexia (fever) on 16 March 2021 which the vet treated. He resumed work on 24 March 2021. But on 27 March 2021 the problems working returned.

She arranged thermal imaging which was done on 3 April 2021. This suggested the horse was suffering from sacroiliac joint pain. The scan showed a high thermal temperature in the sacroiliac region. The nature of the intensity was said to suggest this emanated deep within the joint and was likely to be the cause of the behaviours Miss B had noted.

The horse was referred to a diagnostic centre for assessment. Evidence of sacroiliac pathology was found which was said to be causing secondary muscular spasm and pain throughout the thoracolumbar and thoracic regions of his back. He was given corticosteroid injections under ultrasound guidance and ongoing physiotherapy and rehabilitation was recommended. Miss B then submitted her claim to Allianz.

When her claim was declined Miss B raised a complaint with Allianz and when this wasn't upheld, she complained to our service. Our investigator considered the case but didn't recommend that the complaint be upheld. She considered the veterinary records and said the vet noted tension in the horse's back and heat over his lumbar spine in September 2020. The Animal Manual Therapist had noted 'thoracolumbar dysfunction' on 25 September 2020. And the hospital report noted significant tension in the thoracolumbar region.

Our investigator acknowledged that both Miss B's vet and the physiotherapist said the horse's back problems weren't pain related. But she said Allianz had obtained an opinion from a vet who believed the back problems in February 2021 were linked to symptoms noted in September 2020. They didn't think the horse's wolf teeth were responsible for the extent of his symptoms, and tension in his back continued after these had been removed.

She also said any pre-existing conditions should have been disclosed when Miss B took out her policy. And as the evidence suggested the back tension noted in September 2020 was related to the problems found in February 2021, it was fair for Allianz to say it was a pre-existing condition which wasn't covered by the policy.

Miss B didn't accept our investigator's opinion as she maintains that the lack of movement in his back in 2020 was related to her horse's wolf teeth. She's told us that after these were removed in October 2020, he was fine and being ridden four or five times a week without any problems until March 2021. She believes he had a secondary minor thoracolumbar dysfunction due to head tossing as he was uncomfortable with his wolf teeth. Then five months later while in training he sustained an injury to the sacroiliac region, probably when jumping. She believes that if he'd had a problem in this area for five months, he wouldn't have been able to work as normal for so long after his wolf teeth were removed.

Miss B also provided a further letter from her vet, dated 9 December 2021, which confirms

the horse has ongoing sacroiliac pain which is to be treated with ultrasound guided corticosteroids. The vet states that the sacroiliac pain is unrelated to the removal of the horse's wolf teeth and isn't caused by the spasm through the back musculature.

Our investigator considered the further comments Miss B made and said that the horse had problems with his back before the policy was taken out. And had Allianz been advised of these they'd have placed an exclusion on his policy for 12 months, when the policy started. So the claim made for treatment in April 2021, wouldn't have been covered.

In response to this Miss B said that her horse didn't have back pain in September 2020. She says that his behaviour due to his wolf teeth was causing dysfunction and tension in his back. She also says that the back and sacroiliac areas aren't the same anatomical structure. She provided a letter dated 7 January 2022 from the clinic where her horse was treated in April 2021.

This says the following: -

- The horse has had his wolf teeth removed. These haven't caused any back or sacroiliac pain.
- The horse was first assessed on 20 April 2021 and diagnosed with sacroiliac pain. He was given corticosteroids and will require ongoing treatment.
- The sacroiliac pain is a new condition which had not previously been diagnosed or treated. And any previous back problem he may or may not have had, hasn't caused the sacroiliac problem. There were no abnormalities of his back found on x-ray or on a bone scan.

We then asked Miss B if her vet would speak to Allianz's vet. The vets spoke and Allianz have provided a copy of the summary of the discussion provided by their vet.

Allianz's vet accepts that the sacroiliac ligament is a separate anatomical structure to the spine of the horse. He also accepts the diagnosis of sacroiliac pain made on 20 April 2021. He says he explained to Miss B's vet that the horse's history suggests an ongoing back problem before the policy started. And he reminded her that when the horse was referred to her, he was suffering pain on palpation and was showing 'asymmetry behind' indicative of muscle wastage.

Allianz's vet says that Miss B's vet understood why her claim was rejected and agreed that it wasn't possible to separate her diagnosis from the horse's previous history.

Miss B wasn't happy with summary of the discussion between the vets and wanted to discuss this with her vet. Her vet has provided a letter dated 28 February 2022 in which she says that Miss B and the referring vet said the signs of poor performance under saddle, first reported in September 2020, resolved after the removal of the horse's wolf teeth in October 2020 and he then worked well under saddle. She concludes by saying she first saw the horse in April 2021 when he was referred for investigation of poor performance.

Our investigator asked Miss B's vet to confirm that she'd spoken to Allianz's vet and agreed the summary he'd provided. She confirmed that she'd spoken to him and understood the reason Miss B's claim had been rejected was due to the non-disclosure of previous issues when the policy was taken out. And if that was the case, she'd said she understood the reason for rejecting the claim. But she's unable to separate her diagnosis from the previous issues, as she didn't see the horse at that stage.

The case then came to me for a decision. I issued my provisional decision on 23 June 2022.

In it I said: -

The issues for me to consider in this case are whether Miss B's horse suffered from a pre-existing condition when she took out her policy, and whether it was reasonable for Allianz to decline her claim and add an exclusion to her policy. I'm only considering the exclusion in relation to the horse's back, spine and associated soft tissue structures.

The horse was seen by Miss B's vet on September 2020 for routine vaccinations, and the vet noted heat over his lumbar spine. She said he needed his wolf teeth removed, and in the absence of any pain or lameness the dental issues were likely to be causing tension in his back, explaining his behaviour when ridden and the heat in his back.

The vet says that she advised Miss B that if the horse's poor behaviour under saddle continued when his wolf teeth had been removed, he should be seen for a full examination. She says that had Miss B had any concerns about the horse then she would have arranged for him to be examined. But he wasn't seen again until 6 April 2021, when he'd returned from the trainer due to lack of progress and poor behaviour. The trainer thought he should be assessed by a vet.

The horse was seen by a physiotherapist on 25 September 2020 for a routine check. While he noted thoracolumbar dysfunction, or lack of movement, he's provided clarification of his findings saying he believed this was related to the horse's wolf teeth. And there was no evidence of any back pain until his time at the training facility and the referral for assessment.

The horse's wolf teeth were removed in October 2020 and Miss B has told us that after about a week's recovery he returned to working normally. He wasn't seen again by her vet until 16 March 2021 when he was treated for a bout of pyrexia.

Allianz's vet has linked the symptoms noted in September 2020 to the sacroiliac problems the horse was treated for in April 2021. The vet who treated the horse in April 2021 says she can't comment on any link to the issues noted in September 2020, as she didn't see the horse at that stage.

Miss B's policy defines a pre-existing condition as 'an injury or illness that happened or first showed clinical signs before your horse's cover started' or 'an injury or illness that is caused by, relates to, or results from, an injury, illness or clinical sign your horse had before its cover started'. This is said to apply in all cases regardless of whether 'the injury presents in the same, or different part of the body and/or we do, or do not, place any exclusions for the injury/illness'.

Both the vet and physiotherapist who saw Miss B's horse in September 2020 advised her that the heat and tension noted in the thoracolumbar region were probably caused by the horse's wolf teeth. Miss B arranged for these to be removed in October 2020 and I accept her evidence that after a short recovery period her horse was able to work normally.

Other than treatment for a bout of pyrexia in March 2021 the horse wasn't seen again until April 2021.

Miss B has told us that the horse was booked in with a trainer for 10 weeks but returned home after eight as he wasn't making any further progress and he'd started to exhibit behaviours that could be linked to pain. Miss B arranged thermal imaging which was done on the 3 April 2021. This suggested a problem in the sacroiliac area. He was seen by the

vet's on 6 April 2021 for poor performance which led to the diagnosis of sacroiliac pain, following a referral for further evaluation and a bone scan.

Allianz's vet has said the condition Miss B's horse was treated for in April 2021 is linked to the heat and tension in his thoracolumbar spine noted in September 2020. But I'm not persuaded that this is correct. Both the vet and physiotherapist who saw him then advised Miss B that that the issues were likely to be linked to his wolf teeth. She arranged for the wolf teeth to be removed. She was told that if issues with his performance continued after the teeth were removed, she should arrange for him to have a full assessment. And I accept she would have done, as this is what she did in April 2021.

The vet who treated the horse for sacroiliac pain hasn't agreed that the problems found in April 2021 were linked to the back heat and tension noted in September 2020. She's said she can't comment as she didn't see the horse until April 2021.

For me to say Allianz acted fairly in declining Miss B's claim for her horse's treatment I need to be satisfied of a link between the findings in September 2020, and the condition diagnosed in April 2021. And based on the evidence I've seen I'm not persuaded there is a link.

And looking at the exclusion Allianz added to Miss B's policy after she made her claim, this is only fair if her horse had a pre-existing problem with his back, which should have been declared when she took out the policy. The evidence from the vet and physiotherapist who saw the horse in September 2020, is that the heat and tension in the back was linked to his wolf teeth. Once these were removed there's no evidence of any issues with his back before April 2021. So I don't think the exclusion is fair and should be removed from the policy.

And I require Allianz to reassess Miss B's claim for treatment of her horse's sacroiliac pain, on the basis that the condition wasn't pre-existing and ignoring the exclusion added in respect of his back, spine and associated soft tissue structures.

So my provisional decision was that I upheld Miss B's complaint.

Ms B has indicated that she's happy with my provisional decision.

Allianz have said they aren't happy with my provisional decision. They've said that when Miss B took out her policy she was asked whether her horse had *'shown any sign of illness or injury or been unwell either now or in the past. This is regardless of whether or not he was seen by a vet for the problem or you treated the problem yourself.'* They say Miss B answered no to this question, but her horse had experienced back pain and his wolf teeth had been removed.

They also say that Miss B was asked whether her horse *'had been seen by a vet or another veterinary professional for any reason.'* She told them he'd been stung by a bee and given antihistamines when he was 18 months old but hadn't declared anything else.

And she was also asked if her horse *'has ever shown signs of any vices, behavioural problems or vicious tendencies?'* To which she'd answered no. But Allianz say the vet reports that after the horse went to the trainer on 14 February 2021, they were able to make no progress with him as he was bucking and rearing.

So they say Miss B didn't take enough care when answering these questions or tell them everything she knew. Allianz believe that her horse was experiencing problems before the insurance started which should have been declared when she took out her policy. And had they been they'd have placed exclusions on the policy, although potentially reviewable ones,

and her claim wouldn't have been covered.

Allianz have also said that Miss B's horse was seen by a physiotherapist on 10 February 2021 who noted '*a block*' and said he '*required some help through his mid to lower neck region, his hyoid and his mid back area*'. They say seeing the physiotherapist was relatively regular for the horse, but he needed soft tissue treatment which should have been disclosed. The physiotherapist has said the findings weren't extraordinary. Allianz have said they aren't suggesting that they were, but there was something wrong with the horse which should have been declared.

So Allianz don't believe that they should pay Miss B's claim.

Miss B had told us that the physiotherapy treatment provided to her horse was standard practice and good horsemanship as he was starting his ridden career. She wanted to make sure he was happy and comfortable working under saddle. And he was seen on 10 February 2021 to ensure all was well before going to the trainers. He was going to concentrate on jumping and she wanted to ensure he was up to the workload.

We asked Miss B to request clarification of any treatment the physiotherapist provided in February 2021. Allianz have been provided with a copy of his further comments.

The physiotherapist has said that he visits his client's three to six times a year, in order to maintain the '*equine athlete*'. He says this is standard practice and it's important to carry out regular check-ups to minimise the chance of injury and support the well-being of the animal. And his treatments are mostly targeted at improving performance.

He says that on 10 February 2021 he found some restriction at C5 in the horse's neck which was caused by tension in the connecting muscles, which was easily changed with some massage. He says he applied soft tissue treatment to the areas to improve elasticity and athletic performance. He compares this to an office worker having a tight neck and shoulders, after working at their desk for long periods.

He goes on to say that when he saw the horse he considered him to be in good condition to begin to further his skills and workload. And he says he asks clients to rest their animal after treatment to maximise the benefits. He had no concerns about the horse and says if he had he'd have arranged to see him again far sooner than the four-month appointment that was arranged.

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 don't disagree with Allianz that Miss B should have declared the issue with her horse's wolf teeth and the related problems which arose in September 2020. But as his wolf teeth were removed in October 2020 and any related issues had settled. I can perhaps understand why she didn't. The teeth had been removed and they're weren't going to be any more issues arising from them. And Allianz have added a non-reviewable exclusion to Miss B policy which I think is fair.

I said in my provisional decision that I didn't think the problems that arose in March/April 2021 were related to any symptoms the horse had in September 2020. And I haven't changed my mind about that.

So what about any symptoms the horse had in February 2021 before Miss B took out her

policy with Allianz. She says she was getting him checked out before he went to the trainers, as he was moving on to the next stage in his training and she wanted to ensure he was fit and able to cope with the increased workload, particularly as he'd be concentrating on jumping.

This is supported by what the physiotherapist has said. He says in found some minor tension in the horse's neck and connecting muscles which was relieved by soft tissue treatment. He likened this to an office worker having a massage to relieve a stiff neck and shoulders after sitting at a desk for too long. He considered the horse to be in good condition *'to begin furthering his skills and workload'*.

Allianz have said that they wouldn't expect a horse to be seen by a physiotherapist unless there was an issue. So this was something Miss B should have declared. And had she done this they'd have added an exclusion to her policy in relation to any conditions related to the back.

On balance I'm persuaded by what Miss B has told us. So I accept that the horse was being seen to ensure that he was fit before he started the next stage of his training. The physiotherapist has confirmed he considered the horse to be in good condition, so I don't think there was any reason for Miss B to declare that he'd been seen by a physiotherapist to Allianz, particularly as it appears the horse had regular checks of this nature for the benefit of his wellbeing.

Allianz have also said Miss B didn't declare that the horse had exhibited behavioural problems before she took out her policy. The horse went to the trainer's on 14 February 2021. Allianz have said that according to the vet he didn't make progress and returned home. But they're not taking into account what Miss B told them when she submitted her claim.

She said her horse was booked into the schooling livery for 10 weeks from 14 February 2021. All was going well until 13 March 2021 when he didn't want to go forward, his ears went back when being asked to go forward and he was doing small rears. This was considered out of character for him but was put down to a couple of bad days.

The horse then fell ill with pyrexia and was treated by a vet. He resumed work on 24 March 2021 and there were no problems for three days. He then started to exhibit further problems. He was ridden until 3 April when the trainer told Miss B his behaviour suggested he could be in pain. She arranged the thermal scan which showed a potential sacroiliac problem and led to him being seen by a vet and referred for treatment.

It's clear from the evidence I've seen that Miss B takes very good care of her horse. I accept her account of what happened when he was at the training livery. And on this basis, I don't think he was showing any signs of behavioural problems before she took out her policy.

In my provisional decision I said that for me to say Allianz acted fairly in declining Miss B's claim for her horse's treatment I needed to be satisfied of a link between the findings in September 2020, and the condition diagnosed in April 2021. And that based on the evidence I'd seen I wasn't persuaded there was a link. I haven't changed my mind about that.

Nor am I persuaded on the further evidence I've considered that Miss B's horse had a pre-existing problem with his back which he was treated for in February 2021. I accept what Miss B and the physiotherapist have told us about the physiotherapist's visit on 10 February 2021.

Miss B has said she believes the horse injured himself while at the training yard, before he started to exhibit poor behaviour. There's no evidence to confirm this, but on balance I think

this is a reasonable explanation of how he sustained an injury to his back, particularly as his training was concentrating on jumping, which would have increased his workload.

Looking at the exclusion Allianz added to Miss B's policy after she made her claim, this is only fair if her horse had a pre-existing problem with his back, which should have been declared when she took out the policy. The evidence from the vet and physiotherapist who saw the horse in September 2020, is that the heat and tension in the back was linked to his wolf teeth. And based on the further evidence I've considered I'm not persuaded that he had a problem with his back in February 2021.

So there's no evidence of any issues with his back before March 2021 and this wasn't diagnosed until April 2021. So I don't think the exclusion is fair and should be removed from the policy.

Had Miss B told Allianz that her horse was seen by a physiotherapist on 10 February 2021, and they'd added an exclusion to the policy for the back and associated soft tissue structures, and she'd brought her complaint to us, we'd have been able to look at the exclusion. And consider whether it was fair based on all the available evidence. Based on the evidence I've seen I don't think it would have been.

So I don't think Allianz acted fairly in declining Miss B's claim for treatment of her horse's sacroiliac pain.

My final decision

For the reason set out above, and in my provisional decision, my final decision is that uphold Miss B's complaint about Allianz Insurance plc trading as Petplan Equine.

And to put things right I require them to reassess Miss B's claim for treatment of her horse's sacroiliac pain, on the basis that the condition wasn't pre-existing and ignoring the exclusion added to her policy in respect of his back, spine and associated soft tissue structures.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 28 October 2022.

Patricia O'Leary
Ombudsman