

## The complaint

Mr and Mrs L complain that Convex Insurance UK Limited unfairly rejected their claim for vet's fees under their equine insurance policy.

My references to Convex include its agents. Mrs L has led the claim and complaint so for simplicity I'll just refer to Mrs L unless the facts require otherwise.

## What happened

I set out the background to my complaint and my provisional findings in my provisional decision, in which I said I intended to uphold this complaint. I said:

*"Mr and Mrs L have equine insurance to cover their horse. Convex is the insurer for the policy.*

*In June 2022 Mrs L's horse became lame on his rear hind legs. The horse was diagnosed with a condition called medial patellar ligament desmitis, which affected his left stifle.*

*Mrs L's usual vet referred the horse to a vet who specialises in equine sports medicine and rehabilitation (Mrs L's vet). Mrs L's vet used nerve blocks, scans and x-rays but she said they did not reveal any significant abnormalities that could be causing the severe lameness. The vet noted minor changes in the patellar ligaments and she assessed the lameness visually and using an objective gait analysis system called EquiGait. She recommended a programme of box rest, controlled walking and re-examination every two months.*

*During the October 2022 and December 2022 examinations Mrs L's vet's records noted improvements in the horse's lameness and mentioned referred fore limb lameness. She introduced pole exercises, baited exercises, and trotting. She also said the horse could begin limited pasture grazing, initially under mild sedation.*

*Convex promptly paid Mrs L's claim and continuation claims, less the policy excess. But a dispute then arose over Mrs L's vet's invoices for the 17 February 2023 and 31 March 2023 examinations and treatment.*

*In summary, Convex thought the 17 February 2023 claim was a new claim for fore limb lameness, likely due to a degenerative condition which was specifically excluded from cover. Convex would not pay the February or March 2023 claim without a diagnosis to the contrary supported by x-ray images.*

*Mrs L complained. She said she was not claiming for fore limb lameness, noted by her vet in the February 2023 report. She accepted the new fore limb lameness noted by her vet might be due to a degenerative condition. She clarified that her vet had re-examined the horse in February and March 2023 as part of the programme of rehabilitation for the 2022 left stifle condition. They were not new claims and should not require a new diagnosis.*

*Convex consulted its own vet ('Convex's vet') and explained why it thought the lameness required a new diagnosis. It agreed to pay £90 for the consultation fee as it accepted*

*Mrs L's vet had arranged that appointment as a follow-up to the previous hind leg injury.*

*Mrs L's vet provided reports and answered the points raised by Convex. In summary, Mrs L's vet said the 2023 consultations were related to the 2022 left hind stifle injury. As an agreement could not be reached, Mrs L came to us.*

*Our Investigator upheld the complaint and recommended that Convex reassess the claim, subject to the remaining policy terms. In her view, Mrs L's vet had explained why the hind limb lameness was likely linked to the condition diagnosed in 2022. Our Investigator thought Mrs L had done enough to show there was a valid claim under the policy. This meant the onus was on Convex to show that the claim was excluded under the policy, and it had not done so.*

*Mrs L accepted our Investigator's findings. Convex did not. It has explained in detail why it would not pay the February 2023 and March 2023 claims (save for the £90 offered) without a diagnosis. It says that although the cost of the claim is not substantial, this case is important as the approach we have taken could impact the way it approaches claims in general. It says, in summary:*

- There was no reason for the horse to go through another EquiGait examination (in March 2023) three months after he was diagnosed as recovered by the vet.*
- There is no condition stated by the vet during the treatment period that recovery can only be confirmed by a further EquiGait review.*
- EquiGait is used to identify lameness, and it is not a treatment, so cannot properly be considered as part of the original June 2022 claim (although it had paid for EquiGait as part of the June claim).*
- Any EquiGait review sanctioned by Mrs L in March 2023 for her peace of mind is effectively "maintenance" and is excluded from the policy.*
- The claims made in and after February 2023 are new claims, so Mrs L needs to provide evidence of the causal condition of the lameness before Convex can consider her claim.*
- It disagrees that the burden of proof is on Convex to prove that the condition is subject to an exclusion before a diagnosis has been provided.*
- Our Investigator's conclusions are based on the treating vet's assertions that the lameness had "reoccurred". Convex accepts that there was further hind limb lameness, but without a diagnosis it cannot be assumed that this was a "reoccurrence" of the same condition. Our Investigator has not properly taken this point into account.*
- The purpose of the March 2023 EquiGait test for the horse was that Mrs L suspected he was suffering from lameness in his front limbs but the test also revealed that the horse's recovered hind limb was again suffering from lameness. Mrs L is aware that degenerative conditions such as arthritis are excluded from the policy, and so Convex is of the view that she is hoping that some part of the March 2023 costs can be included with her original claim. It wants me to review the timeline document it has submitted.*

### **What I've provisionally 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.*

*In setting out my findings I will focus on the points that I consider are central to this complaint. But I would like to reassure Mrs L and Convex that I've read and carefully considered all the submissions that they have provided, including Convex's timeline.*

## **The policy**

The starting point is the policy, which had a veterinary fees extension for:

*“fees incurred for the attendance and treatment by a qualified Veterinary Surgeon following an accidental injury, lameness, illness, or disease for which the symptoms first manifested during the period of insurance and advised immediately to Us and in any event before the expiration of the Policy.”*

The extension provided the above cover for fees during the period of insurance and subsequent fees which occurred within twelve calendar months of the date of the initial symptoms.

The policy says that Convex will not pay for:

*“fees in respect of normal foaling, castrations, any preventative inoculation, worming, routine dentistry or age-related dentistry, routine or performance enhancing surgical treatment or manipulation therapies, or husbandry otherwise regarded as general care and maintenance of your horse;*

*in respect of horse(s) aged 16 to 22 years inclusive: fees arising from the investigations into and diagnosing of Cushing’s Disease (PPID), Navicular Disease and Degenerative Diseases including by way of examples: Degenerative Joint Disease, Arthritis and Osteoarthritis, Ring Bone and Side Bone;*

Mrs L’s horse was in the above age bracket at the time of the February and March 2023 claims.

It is not in dispute that Mrs L’s June 2022 claim for rear limb lameness was covered under the policy. So I consider the key issue here is whether Convex should fairly pay the February and March 2023 claims in part or in full under the policy as a continuation of the original claim.

## **The veterinary evidence**

Mrs L’s vet’s report for the February 2023 consultation said, in summary, that she had examined the horse again. Her clinical examination was unremarkable and dynamic examination showed no obvious lameness. She used EquiGait again and noted some fore limb lameness. She took a blood sample to check for Cushing’s Disease (PPID) and basal insulin. She recommended that a light canter be added to the existing programme of walking and trotting exercise. She prescribed a medication called Cartrophen to be given to the horse at regular intervals over the next few weeks. She arranged to examine the horse again in six weeks’ time and said if necessary she could then investigate the fore limb lameness.

Convex said that the above consultation appeared to be a new claim and it quoted its exclusion for degenerative diseases (included Cushing’s Disease).

In response, Mrs L’s vet said that her February 2023 invoice related to the current claim, associated with hind limb lameness previously located to the stifle. She said the examination, investigation and treatment were all related to the stifle injury. During the appointment a new forelimb lameness was noted, but no further assessment was carried out and the horse was to return for any required investigation into the fore limb lameness.

Convex’s vet said he couldn’t say the February 2023 examination was a continuation of the previous stifle issue. He noted the report mentioned fore limb issues but they were not investigated – and the fore limb issues had been mentioned in the vet’s October 2022 report.

The February 2023 report did not mention the hind limbs, and Cartrophen is a medication used for the treatment of arthritis. No x-rays or scans had been carried out so there was not a diagnosis.

In response, Mrs L's vet said:

- The consultation and examination in February 2023 had been for further monitoring of previously diagnosed left hind limb lameness. The horse had been undergoing a controlled exercise programme to treat an injury to the left stifle. She used the phrase "re-examination" in her report because the horse was not lame at the previous examination in December 2022.
- The February 2023 appointment had been delayed due to the weather, but it was the examination noted in the December 2022 report. In February 2023 there were no abnormalities noted of the hind limbs, but the appointment was an ongoing consultation for treatment of left hind limb lameness.
- The fore limb lameness she had noted in October 2022 had been referred forward from the left hind limb. This was different from the primary fore limb lameness, which she had first noted in February 2023. The October 2022 referred fore limb lameness had been displayed during both the subjective and objective (EquiGate) analysis. Mrs L's vet said she would be happy to discuss her findings with Convex's vet.

Convex referred Mrs L's vet's comments to its vet. Convex's vet said:

- He accepted Mrs L's vet's point about the referred fore limb lameness noted in October 2022. He said this was compensatory lameness in the fore limb if the horse was lame behind and was generally called "referred" lameness. He said the bilateral fore limb lameness shown in February 2023 was a new issue.
- He could not know whether anything had been missed in Mrs L's vet's comments without a diagnosis. Given the horse had been on controlled exercise for some time he would have thought any fore limb issue would settle at the same time as the stifle. He said he would tend to let things run and if the fore limb lameness didn't settle the owner might wish to have it investigated.

Mrs L's vet's report for the 31 March 2023 consultation said, in summary, that the horse had presented for re-examination of the left hind lameness previously localised to the left stifle and that had been treated with controlled exercise rehabilitation and Cartrophen. Using visual examination and the EquiGate system, Mrs L's vet noted that the left hind limb lameness had increased. She recommended treatment to the medial femorotibial left stifle. She noted that corticosteroids previously used had a limited response and recommended treatment with Arthramid (polyacrylamide hydrogel). In summary, she recommended re-examination of the horse and treatment of the left stifle with Arthramid. For the fore limbs, the vet noted raised insulin levels and a risk of laminitis.

Convex asked Mrs L's vet for a signed report responding to specific questions about her diagnosis and treatment (which I will summarise below). Convex said if she could not confirm her diagnosis it required digital x-rays for certainty. It would not pay any fore limb invoices without a diagnosis. Mrs L's vet's responses were as follows:

Q Convex asked whether the lameness on the left hind leg was solely due to the presence of medial patellar ligament desmitis, with no involvement of osteoarthritis?

A Mrs L's vet repeated her explanation about the previous stifle injury. She could not say with 100% certainty that the current rear left limb lameness was linked to the stifle injury.

*Q Convex asked why the vet was to treat the lameness with Arthramid, referring to its use for the treatment of arthritis and joint degeneration cases, being protective of cartilage.*

*A Mrs L's vet said that Arthramid was used for inflammatory joint disease, traumatic joint disease and peri-articular inflammation. The 2022 diagnosis indicated that the lameness was localised to the stifle, with steroids not improving the lameness. She said Arthramid has been shown to thicken the sub-synovial cushion and soft tissue integration, with an analgesia effect. It was not, to her knowledge, protective of cartilage.*

*With regard to repeat x-rays, Mrs L's vet said the previous radiographs (x-rays) did not show any obvious bony abnormalities. Referring to the low sensitivity of radiograph examination and associated changes, she said repeat radiographs were not obtained.*

### *The burden of proof*

*Convex has explained that it is very concerned about the burden of proof in this case and how our decision might affect its handling of other claims.*

*I decide each complaint based on its own individual facts and merits. As such, the decisions made by myself and my ombudsman colleagues don't set a precedent. Rather, they set out how we consider an individual dispute should be fairly and reasonably resolved.*

*When making a claim under an insurance policy, the burden of proof is initially on the consumer to show that an insured event has occurred. When an insurer chooses to rely on an exclusion to decline a claim, it is for the insurer to show that the claim can be reasonably excluded.*

### *The February 2023 and March 2023 claims*

*I first need to decide whether Mrs L had shown an insured event had occurred when claiming for the February 2023 and March 2023 consultations and vet fees. Mrs L's vet's invoices were for the following:*

- The February 2023 consultation was for a total of £490.83 (included a 5% early payment discount). The vet said it was for "Ongoing/repeat orthopaedic examination + EquiGait" (£90); medication (Cartrophen); taking a blood sample and laboratory work for an ACTH test (a test for Cushing's Disease) and basal insulin.*
- The March 2023 consultation was for £90 for "Ongoing/repeat orthopaedic examination + EquiGait". I understand from later correspondence that the vet was seeking Convex's authorisation of the Arthramid treatment.*

*I consider Mrs L had shown an insured event had occurred. Her vet's correspondence clearly linked the February and March 2023 consultations to the rehabilitation programme of controlled exercise that had begun the previous year.*

*Mrs L's vet used the EquiGait system to assess the horse's lameness at each of the consultations from July 2022 through to March 2023. I've not seen any evidence that she used the EquiGait system at Mrs L's request, to give her reassurance or peace of mind or that it was used for "maintenance" as Convex has suggested. The vet did not say that the EquiGait system must be used to confirm recovery. But she used EquiGait at each consultation alongside her subjective assessment to give her an objective assessment of the horse's lameness. The evidence is that EquiGait was used as part of the rehabilitation*

*programme, to assess lameness before Mrs L's vet recommended an increase in the controlled exercise.*

*Convex has made the point that EquiGait is not a treatment and should not properly be considered as part of the June 2022 claim. But I note that Convex paid all the invoices up to and including December 2022, and those invoices all included the EquiGait system as part of the vet's assessment and rehabilitation programme. I don't think it is fair for Convex not to cover EquiGate where it was used by Mrs L's vet as part of her treatment plan.*

*Convex has suggested that the horse had recovered in December 2022. As such, it says the 2023 claims were new ones and the horse did not need to go through EquiGait review in March 2023 three months after he was diagnosed as "recovered" by the vet.*

*But I don't consider Mrs L's vet said that the horse had recovered in December 2022. The examinations in February 2023 and March 2023 were clearly stated to be re-examinations of the horse, having been scheduled in advance each time as part of the horse's rehabilitation programme.*

*Mrs L's vet explained that the February 2023 was the (delayed) eight week follow up appointment set out in the December 2022 report. She confirmed she had examined the horse and had not observed rear limb lameness in February 2023. As such, she recommended that canter be reintroduced then as part of the programme of controlled exercise, together with the medication Cartrophen. I don't agree with Convex that the vet's reports showed the horse had recovered, despite the significant improvements noted in the horse's condition by December 2022.*

*In any event, Convex's own policy says a "period of recovery" is as follows: "The period of recovery will be deemed to continue until such time as the horse returns to his normal level of health and work prior to the original symptoms first appearing."*

*Mrs L's vet's advice was that the horse required a period of controlled exercise and rehabilitation. The horse had not returned to canter in December 2022. Canter was introduced only in February 2023. The horse's normal work included canter (he was due to compete in August 2022 had he not been injured). I don't consider the veterinary evidence supports that the horse had returned to his "normal level of health and work" in December 2022, such that the lameness observed in March 2023 must have been a new episode of lameness.*

*So I think Mrs L has shown an insured event occurred. Convex says it requires a diagnosis before it will pay the February 2023 and March 2023 claims. It has relied on the degenerative illness exclusion.*

*I've read and carefully considered Convex's comments about its approach to the claims made in February 2023 and March 2023. Convex's concern is that the causal link between the 2022 claim for left limb lameness and the 2023 claims has been broken.*

*I think Convex was initially fairly entitled to ask for additional information about the February 2023 invoice, given the vet's report referred to fore limb lameness, a test for Cushing's Disease and medication that can be used to treat arthritis.*

*Mrs L's vet then provided a detailed explanation and confirmed that her consultation in February 2023 and March 2023 related to the rear limb lameness initially observed in June 2022. So her evidence is that the February and March 2023 claimed for condition is related to the June 2022 claim and is not a new condition.*

*Mrs L's vet said her treatment plan was for rear limb lameness located in the stifle, based on her examination of the horse. The medication she had recommended was to thicken the sub-synovial cushion and soft tissue integration. She did not consider that further x-rays would assist, where the 2022 x-rays had not shown any bony abnormalities.*

*Mrs L's vet is a specialist in horse rehabilitation. She has examined and treated the horse several times and recommended the programme of controlled exercise and rehabilitation. I've read and considered Convex's vet's evidence. His review was paper based and (as far as I am aware) he did not discuss the case with Mrs L's vet, although I note she told Convex that she was available for discussion with its vet. Overall I find Mrs L's vet's evidence to be more persuasive.*

*I don't consider Convex has shown that the causal link with the 2022 claim for left stifle lameness has been broken for the February and March 2023 claims, given that I'm satisfied the weight of veterinary evidence is in Mrs L's favour. Mrs L's vet's evidence is that the medication was being used to treat the stifle injury. While the medication is used for cases of arthritis and osteoarthritis, Mrs L's vet's evidence is that it can also be used for traumatic injury and she has explained she was using it as a treatment for the 2022 stifle joint injury.*

*Mrs L has not sought to claim for any investigation or treatment of the fore limb lameness, which she accepts is likely due to a degenerative condition.*

*For completeness, Convex does not have to pay for the blood test and any associated laboratory work for Cushing's disease, which falls under the policy's exclusion for investigation and diagnosis of a degenerative illness. But I consider Convex should fairly pay for the remaining items on the February 2023 invoice (where it has not already done so). It should pay for the March 2023 invoice in full. This is subject to the policy limit and any applicable excess. Convex should also add interest as set out below.*

### **My provisional decision**

*I am minded to uphold this complaint. I intend to require Convex Insurance UK Limited to pay Mr and Mrs L's claim for the 17 February 2023 and 31 March 2023 vet's invoices subject to the policy limit and any applicable excess less:*

- *The £90 examination/EquiGate fee for the February 2023 invoice, but only if Convex has already paid that £90 to Mr and Mrs L;*
- *The cost of the blood test and associated laboratory work for Cushing's Disease.*

*If Mr and Mrs L have paid their vet's invoices, then Convex must add interest\* to the resulting claim payment at the simple rate of 8% per year from the date Mr and Mrs L paid the invoices to the date it makes the settlement to them.*

*\*If Convex considers it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr and Mrs L how much it's taken off. It should also give Mr and Mrs L a tax deduction certificate if they ask for one, so they can reclaim tax from HM Revenue & Customs if appropriate"*

### **Responses to my provisional decision**

*Mrs L responded to thank me for the comprehensive report and to say that she had nothing further to add.*

*Convex responded to say that it did not agree with my provisional decision. It provided detailed comments, which I will briefly summarise below:*

- While it appreciated the level of detail in my provisional findings, it did not agree that I had accurately captured the history of the claim and the diagnosis of the horse by Mrs L's vet. It referred to the improvements noted in the vet's October and December 2022 reports, that she prescribed no further medication and she was looking to discharge the horse. It provided me with a further copy of its own timeline.
- It did not accept the February 2023 EquiGate analysis was part of the original claim. Its records show Mrs L's vet's report of February 2023 stated that the hind limb was sound and that the vet had begun to exam new fore limb lameness, that the Cartrophen was to treat the fore limbs and that the report focused on the fore limb and not the hind limb, which is why it denied the claim for EquiGait. Only after Convex denied the claim did the vet clarify that EquiGait was a follow up test for the hind limb, and it says that the confirmation from the vet that the February 2023 visit was a follow up visit is in its view "*questionable*". It asked me to review Mrs L's original February 2023 report. It questions why Mrs L's vet would undertake an EquiGate analysis when she had previously diagnosed the horse was no longer lame but "*sound*".
- It had offered to pay the £90 call out fee taking a pragmatic view that Mrs L's vet had recommended that she re-examine the horse despite her visit focusing on the horse's fore limbs only. It was only after the claim was denied that Mrs L's vet clarified it was a follow up visit for the hind limb and it questions why the vet did not make that clear in the report.
- It does not consider I accurately summarised the February 2023 report to say that Mrs L's vet noted "*some fore limb lameness*". I had taken out of context the degenerative diseases exclusion it had quoted. Rather it had considered this a new claim with Mrs L having to show the cause of the lameness. It considers that Mrs L strongly suspected that the lameness was due to a condition excluded under the policy.

It adds: "*Please can you ensure that you fully understand this point and that Convex are not relying on an exclusion to deny the claim. The claim has been denied in lieu of any evidence to substantiate the cause of the hind limb lameness. There has been no claim for the front limb lameness.*" Convex says my decision is required purely to resolve this disagreement.

- It considers there is a level of co-incidence in this case which is beyond reasonable. It says this because the vet's February 2023 report focuses on the fore limbs, Mrs L refused to acknowledge this is a new claim for fore limb lameness or to get a new diagnosis because it is probably due to arthritis, so she has "*attempted to claim on the back of her previous claim*". Convex questions why Mrs L's vet needed an EquiGate analysis having verified the horse as "*recovered*" in December 2022 and February 2023. The EquiGate identified fore limb lameness. Mrs L's vet prescribed Cartrophen, which is a drug generally used to treat arthritis. It asks me to explain why I have awarded the cost of Cartrophen medication, which it says does not form part of this dispute.

### **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.

Although I have summarised Convex's comments, I have read all its detailed submissions. I have also reviewed the evidence again including all the veterinary evidence and Convex's



timeline.

I don't consider Convex has provided any new evidence or information that persuades me to depart from the findings I reached in my provisional decision. I confirm those findings here for the reasons I gave in that decision and below.

I've noted the issue that Convex considers I should decide. I should explain that as an informal service we have an inquisitorial role and it is for me to decide the issues that I consider are central to the dispute.

Mrs L's complaint to us concerned Convex's decision not to pay the claim that she submitted for her vet's consultations and treatment of her horse in February 2023 and March 2023. In its final response letter to Mrs L Convex responded to her complaint about her claim for both invoices. I've decided the key issue here is whether Convex should pay her claim.

In my provisional decision I set out the sequence of events and veterinary evidence. I've noted Convex's comments about the horse's improvements as noted in Mrs L's vet's reports and I reflected on those comments in my provisional decision. I explained that Mrs L's horse had improved but I did not consider there was evidence that the horse had recovered to the extent that he had returned to his normal level of health and work. The vet used the wording "*discharge instructions*" in each of her reports to explain the next step in the rehabilitation programme. I don't consider the evidence shows that the horse had been discharged or had recovered.

As I commented in my earlier decision, I note that Mrs L's vet used the objective EquiGate analysis to assess the hind limb lameness at each examination of the horse. This analysis did detect the fore limb lameness but I consider this was incidental because Mrs L's vet confirmed that the February 2023 appointment was the scheduled review of the horse's rear limb lameness followed by an increase to the programme of exercise. Mrs L's vet explained that the appointment was delayed due to poor weather and so I don't consider that there's anything to suggest this evidence is "*questionable*". The report referred to it being a "*re-examination*" and said "*since previous examination...*". Indeed, Convex itself accepted that a follow-up appointment after eight weeks had been scheduled in December 2022. It was for that reason agreed to pay to Mrs L the £90 examination/EquiGate fee.

Mrs L's vet's report of February 2023 did discuss the fore limb lameness and I have acknowledged that, as a result, it was fair for Convex to ask Mrs L's vet about that consultation. But Mrs L was very clear from the outset that she did not seek to claim for the fore limb lameness. I don't agree that there is any suggestion she was attempting to claim under her existing claim for the fore limb lameness. Mrs L's vet confirmed that the February 2023 examination was to assess the horse's rear limbs. And while Mrs L's vet said the "*clinical examination was largely unremarkable*" I don't consider this meant the horse had recovered because he had not returned to his normal level of work and health.

Mrs L's vet has given clear evidence that the rear limb lameness noted in the March 2023 consultation was a continuation of the lameness noted in June 2022 and was not a new condition. I consider Mrs L's vet's evidence to be persuasive and I've not been provided with any contrary veterinary evidence that would lead me to change my view.

As such I remain of the view that Mrs L has done enough to show that an insured event has occurred and that her claim was a continuation of the June 2022 claim and it was not a new claim. I appreciate that Convex does not agree and I've read its comments about a level of "*co-incidence*". But I don't consider it has provided any persuasive evidence to support its view that Mrs L's claim was a new insured event requiring new evidence or that she was attempting to claim for her horse's fore limb lameness.

As Mrs L has shown an insured event occurred the burden of proof is then on Convex to show that it can fairly rely on an exclusion to turn down her claim. I don't consider it has done so and I note it now says it is not relying on an exclusion to turn down the claim. But I see that it did refer to the degenerative diseases exclusion and also the exclusion for "maintenance" treatments in responding to Mrs L's claim and complaint. And in any event, I don't agree with Convex that Mrs L must provide additional evidence to support a "new" claim because I consider she has done enough to show that the claim she submitted was a continuation of the existing claim as supported by her specialist vet.

Convex has questioned why I have made an award for Cartrophen. This is because Mrs L's vet's February 2023 invoice included the cost of the prescribed Cartrophen and so it formed part of the claim and this dispute. I've noted Convex's comments about this medication usually being prescribed for arthritis. But Mrs L's vet has specifically said that she used Cartrophen to treat the horse's rear limb. I've read Mrs L's vet's February 2023 report again and I note she said: *"Treatment with Cartrophen was commenced and the level of ridden exercise can be gradually increased in straight lines."* The exercise programme introduced canter. I remain of the view that Mrs L's vet provided clear and persuasive evidence to support her prescription of Cartrophen for the horse's stifle as part of the original June 2022 claim.

So having reviewed all the evidence, I remain of the view that the fair outcome to this complaint is for Convex to settle Mrs L's claim as set out below.

### **Putting things right**

I require Convex Insurance UK Limited to pay Mr and Mrs L's claim for the 17 February 2023 and 31 March 2023 vet's invoices subject to the policy limit and any applicable excess less:

- The £90 examination/EquiGate fee for the February 2023 invoice, but only if Convex has already paid that £90 to Mr and Mrs L;
- The cost of the blood test and associated laboratory work for Cushing's Disease.

If Mr and Mrs L have paid their vet's invoices, then Convex must add interest\* to the resulting claim payment at the simple rate of 8% per year from the date Mr and Mrs L paid the invoices to the date it makes the settlement to them.

\*If Convex considers it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr and Mrs L how much it's taken off. It should also give Mr and Mrs L a tax deduction certificate if they ask for one, so they can reclaim tax from HM Revenue & Customs if appropriate.

### **My final decision**

My final decision is that I uphold this complaint. I require Convex Insurance UK Limited to take the steps set out in the *"Putting things right"* section above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs L to accept or reject my decision before 18 April 2024.

Amanda Maycock  
**Ombudsman**