

The complaint

Mr E complains that The National Farmers' Union Mutual Insurance Society Limited trading as NFU Mutual have declined his claim for loss of his horse.

What happened

Mr E held a "veteran cover" policy for his horse S, which he switched to in March 2022. In March 2024 Mr E's horse injured himself in a field, and when the vet arrived to examine him, he advised that S should be put to sleep.

NFU have declined the claim as they said that loss of the horse isn't covered under Mr E's veteran's policy as the injury sustained doesn't fall within the definition of an accident, but Mr E says he was told when he changed to the veteran policy that he would still be covered for this situation, and so he complained.

NFU didn't uphold his complaint, and so Mr E brought his complaint to us.

One of our investigators looked into the complaint and he thought that NFU had acted fairly and within the terms of the policy, but Mr E didn't agree, and so the case has come to me to review.

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'm not upholding this complaint and I will explain why.

I have to decide whether NFU have acted fairly and in line with the terms and conditions of the policy when declining the claim. I have also looked at whether Mr E was mis-sold the veterans policy and given incorrect information about his cover.

The claim decline

In March 2022 Mr E changed the cover for S to veteran's cover during a phone call with NFU.

This policy has reduced cover as it is for older animals, and so only covers "Loss of Animal" due to an "accident".

The policy says at p14 :

"Loss of animal (veteran)

What is insured:

We will pay if the horse:

Dies or is put to sleep due to an accident which happens during the period of cover.”

Accident is defined in the policy booklet as:

“Accidental, external, visible injury occurring at a single, identifiable time and place. Where this applies to the horse it must involve a skin wound or fracture and excludes tendon or ligament strains or sprains.”

So, the policy is very specific, and only allows for vets fees to be paid for euthanising a horse when it arises as a result of an accident which has caused a fracture or skin wound.

As I understand it, when S fell, he sustained a stifle dislocation which was noted by the vet when trying to get him to stand on examination, and as a result of this diagnosis, he recommended putting S to sleep, which Mr E agreed to.

The stifle is a complicated joint in a horse's leg, which is made up of bones, ligaments, menisci and cartilage, and injuries to it are serious and take a long time to heal. However, it isn't the same as a fracture, and I haven't seen any evidence that the injury sustained was either a fracture, or a skin wound. As such, I'm satisfied that NFU have fairly applied the terms of the policy in determining that the injury cannot be classed as an accident, which in turn resulted in the claim decline.

Mis-sale

I've then gone on to consider whether Mr E was misled about what cover he was being provided with when he switched to the veteran policy.

I've listened to the call, and in it the call handler explains that the veteran's policy still covers loss of animal but it is reduced. She says:

“You can still have “Loss of Animal”, so the loss of animal is standard on the policy with a set sum insured of £500. Cover is for accident only, no illness or disease and it must be an external physical injury involving a skin wound or a fracture, and excludes tendons ligaments, strains or sprains. Your horse is also covered if it dies or is put to sleep on humane grounds after an accident,”

The call handler also repeats this definition of “accident” in relation to vets fees. I appreciate that there was a lot of information to take in on that call, and the call handler did read out the terms quite quickly, but I can't fairly say that Mr E wasn't given the correct information about the cover, and he did confirm that he understood it, and raised no questions or concerns.

I also can see that he was sent an IPID, which details that it is only accidents that are covered. Although Mr E says he didn't receive a policy booklet which had the definition in it, I'm still satisfied that he received the correct information by phone.

I can appreciate how disappointing this is for Mr E to learn he has no cover, on top of the loss of his horse, but I hope that this explains how I've looked into his concerns and come to my decision.

My final decision

My decision is that I'm not upholding Mr E's complaint about and direct The National Farmers' Union Mutual Insurance Society Limited trading as NFU Mutual and so they don't need to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 11 March 2025.

Joanne Ward
Ombudsman