

The complaint

Ms S complains that Allianz Insurance Plc trading as Petplan rejected a claim on her horse insurance policy.

What happened

Ms S had insurance, underwritten by Allianz, for her horse. The policy included cover for treatment costs and for death benefit.

Ms S made some claims on her policy for treatment costs relating to problems with her horse's hindlegs. In July 2024 she made a further claim for death benefit after her horse was put to sleep, but Allianz rejected the claim.

Allianz says this claim is not covered because

- It relates to the hindlimbs, which were only covered for 12 months, and as that condition had been present for more than 12 months it was no longer covered.
- The relevant conditions for euthanasia under the BEVA guidelines for destruction of horses have not been met.

Although Allianz declined the claim, it made a payment towards the disposal costs for Ms S' horse, which it described as a goodwill payment.

Our investigator said it was reasonable for Allianz to decline the claim on this basis but Ms S disagrees and has requested an ombudsman's decision.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

The relevant industry rules and guidance say insurers must deal with claims promptly and fairly; support a policyholder to make a claim; and not unreasonably reject a claim.

The policy provides cover for each illness or condition for 12 months; after that time, there's no further cover for that condition. It includes cover for death, but only if the death is within the 12 month period for that illness.

Ms S' horse had problems with its hindlegs for some time, and she had made claims for treatment costs in relation this. Allianz said the 12 month period had expired and, when the policy renewed in June 2023, exclusions were added for claims relating to the hocks and claims relating to spavin. In reply to a question from Allianz, the treating vet confirmed the claim related to the previous hindlimb claim. I'm satisfied it was reasonable for Allianz to say the claim related to a condition that had been present for more than 12 months, so was no longer covered.

In addition, where the horse is put to sleep cover for death benefit only applies if the BEVA (British Equine Veterinary Association Guidelines) have been met.

To satisfy these guidelines, the horse's condition must be so severe as to need immediate destruction, with no other treatment available. It essentially deals with emergency situations. BEVA recognises there may be times when a vet recommends euthanasia but that may not lead to a successful insurance claim. It's the owner's responsibility to ensure they comply with the terms of their policy.

Ms S would need to show there was no recognised alternative treatment available and it was not possible to alleviate clinical signs of pain by standard doses of routine analgesics. The veterinary evidence doesn't show that was the case. This wasn't an emergency situation where the condition was so severe that only immediate euthanasia was appropriate.

For situations such as this one, where the horse has a chronic condition, the guidelines say it is essential that insurers are advised as early as possible and certainly before euthanasia is contemplated. And the policy terms themselves recommend that a policyholder asks their vet whether the condition meets the BEVA Guidelines before making a decision.

I appreciate this must have been a very distressing situation for Ms S. She sought advice from her vet and wanted to act in the best interests of her horse. It wouldn't have been an easy decision for her. But the guidelines are clear. They recognise there may be times where euthanasia is recommended but that doesn't necessarily mean the insurance claim is successful.

The relevant terms are set out clearly in the policy documents. The claim related to a condition that had been present for more than 12 months, and where the BEVA Guidelines had not been met. In these circumstances, based on the guidelines and the veterinary evidence available, I think Allianz's decision was in line with the policy terms and was reasonable.

My final decision

My decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 31 March 2025.

Peter Whiteley
Ombudsman