

The complaint

Mrs D is unhappy with the decision made Equine and Livestock Insurance Company Limited (Equine) following a claim made under her equine insurance policy.

What happened

Mrs D held an equine insurance policy to cover her horse, T. The sum insured was £5,000. The policy cover explained *'We pay up to the sum insured or market value (whichever is the less) if the insured horse:... is euthanised.'*

T was sadly euthanised on 4 May 2023. Equine instructed J, an independent specialist third party loss adjuster, to determine the market value of T immediately before 4th May 2023. J's findings included a four page report detailing T's medical history, and other enquiries to establish T's health and well-being in the months preceding the date of loss.

T's report concluded *'An unsound horse which exhibited dangerous behaviour would not have passed a five stage veterinary examination and would not attract attention from potential purchasers. Therefore, it is considered that the Insured horse's open market value, immediately prior to the stated Date of Loss, would have been no more than carcass value i.e. c £ 750.00 - £1,000.00 maximum.'*

Mrs D provided comments from an eventing coach, S, which had last seen T in December 2022. S provided a statement saying *'I have been asked to provide a valuation for [T] based on information that I have been provided with by his owner and the times that I have seen him in Lessons. Based on his height, breed, training, temperament to ride, and current market value, I would estimate his value to be £8,000.'*

Following review of the evidence, Equine paid Mrs D £1,000 plus 8% simple interest per year in settlement of the claim.

Mrs D was unhappy with this decision and so brought her complaint to the Financial Ombudsman Service for investigation. The Investigator said Equine had acted fairly in settling Mrs D's claim based on the policy terms and evidence. Mrs D disagreed with these findings. As the complaint couldn't be resolved it has been passed to me for 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.

I'd like to reassure the parties that although I've only summarised the background to this complaint, so not everything that has happened or been argued is set out above, I've read and considered everything that has been provided.

Mrs D feels strongly that her evidence and version of events hasn't been given proper consideration when assessing her claim. When we investigate a complaint about an insurer's decision on a claim, our role is to consider whether the insurer managed the claim

in a fair and reasonable manner. When reaching a settlement value, I would need to be satisfied that Equine has acted fairly and reasonably in its application of the policy terms based on the evidence presented for the claim.

As explained by the Investigator, we can't value T ourselves and can only consider whether Equine has done so reasonably, and in line with the policy terms. Equine referred the matter to a horse valuation expert, J. I'm persuaded by J's report as it is both comprehensive and compelling. I say this because the report includes a detailed breakdown of T's medical history, and well-being from the time Mrs D became T's owner.

Shortly after Mrs D became T's owner, a medical examination recorded sensitivity all over T's body. Not long after, there is a note saying T was '*attacking humans in the field*.' In later months it's evident T's condition and behaviour didn't improve. Before the date of loss, experts that had seen T had recorded T was struggling with poor performance and was unable to work. There's no persuasive evidence to suggest that T's condition improved prior to the date of loss.

Mrs D says she spoke to another expert, S. But having considered S's comments alongside the more detailed and analytical findings recorded in J's report, I'm more persuaded by J's conclusions about T's condition, and value at the date of loss.

I say this because S's email provides only a generic summary of the factors influencing S's opinion about the value of T. Unlike J's report, there's no direct reference to why and how these factors (such as training and temperament to ride) have influenced the valuation placed on T. S also confirmed they'd last seen T in December 2022, and so their opinion was based on this last interaction, and not T's condition thereafter.

I must decide the case on the balance of probabilities – in other words, what I think is more likely. On balance I'm satisfied Equine's settlement amount is reasonable, and in line with what we'd expect in the circumstances. For the reasons explained, I won't be asking Equine to do anything in settlement of this complaint.

My final decision

For the reasons provided I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 1 August 2025.

Neeta Karelia
Ombudsman