

The complaint

Miss G complains that Allianz Insurance Plc has unfairly declined a claim under her equine insurance policy.

Where I refer to Allianz, this includes the actions of its agents and claims handlers for which it takes responsibility.

What happened

The detailed background to this complaint is well known to both parties, so I'll only summarise the key events here.

- Miss G holds an equine insurance policy for her pony, underwritten by Allianz and effective from November 2023.
- In early January 2025, Miss G's pony was showing signs of discomfort. A vet attended and after an examination, determined the pony was suffering from colic. Medication was given and surgery was discussed as a treatment option should this not resolve things. But Miss G was against surgery due to the pony's age and because travel would be stressful for him.
- A follow-up visit took place a few hours later. The pony's condition appeared to have improved, and he was responding to medication.
- An hour later, the vet was called back as the pony was showing signs of colic again. The vet was of the opinion the clinical signs were consistent with a surgical lesion and surgery was again discussed. But it was agreed it wasn't in the pony's best interest to travel when in so much discomfort. So the pony was put to sleep on humane grounds.
- Miss G made a claim under her pet insurance policy which provides cover for death by injury or illness.
- Allianz declined the claim on the basis the policy will only cover claims for euthanasia where the British Equine Veterinary Association (BEVA) Guidelines were met. And it didn't think they had in this case.
- Miss G complained to Allianz, and then this Service. She didn't think the BEVA guidelines had been applied correctly.
- Our Investigator was satisfied Allianz had declined the claim in accordance with the policy terms and hadn't treated Miss G unfairly, so they didn't think Allianz needed to do anything more. But Miss G didn't agree.

The complaint has been passed to me to decide.

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.

Miss G's policy covers the euthanasia of her pony following an injury or illness, if the condition satisfies the BEVA guidelines.

To satisfy these guidelines, the pony must have an injury or condition so severe as to need immediate destruction, with no other treatment available at that time. It essentially deals with emergency situations. It may be appropriate to get a second opinion from another vet if grounds for immediate euthanasia are suspected but are not definite.

For less urgent cases like chronic illness or lameness, where the pony is deteriorating to the point at which euthanasia will be required, it's essential to keep insurers informed and agree a course of action, if necessary involving their vet.

BEVA recognises there may be times when a vet recommends euthanasia, but that may not lead to a successful insurance claim – even though the owner has decided for good reason their horse should be put to sleep. It's the owner's responsibility to ensure they comply with the terms of their policy. And the policy terms themselves recommend that a policyholder asks their vet whether the condition meets the BEVA Guidelines before making a decision.

It's not my role to determine whether the euthanasia of Miss G's pony meets the BEVA guidelines. Rather, it's for me to determine whether it was fair for Allianz to decline the claim based on the information it had at the time. I'm satisfied it was. And I'll explain my key reasons why.

- The vet notes taken at the time of euthanising Miss G's pony say surgery was an option to treat the colic. Miss G opted against this. Her decision to euthanise her pony was not because there were no treatment options available, but because – understandably – she didn't want to put her elderly pony through the stress of travelling a significant distance, then undergoing surgery and rehabilitation.
- Miss G was told by the vet a claim under the policy for euthanasia may not be paid as this situation *"may not meet the BEVA guidelines"*. The vet's notes say it was explained that a referral for further investigation or a post-mortem examination may be required, but Miss G elected not to do either despite BEVA guidelines stating these avenues may need to be explored.
- I can't see Miss G contacted Allianz prior to euthanising her pony to seek approval or agree a course of action.
- On completing the claim form, the treating vet has answered 'no' when asked if the guidelines set by BEVA for immediate destruction were met.

I appreciate this must have been a very distressing situation for Miss G. She sought advice from her vet and wanted to act in the best interests of her pony. It wouldn't have been an easy decision for her.

But the policy is clear that the condition must satisfy the BEVA guidelines. And the attending vet says it didn't. On that basis, I'm satisfied Allianz has declined the claim in line with the policy terms and hasn't treated Miss G unfairly.

My final decision

For the reasons I've explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss G to accept or reject my decision before 5 September 2025.

Sheryl Sibley
Ombudsman