

The complaint

Mr P complains that Antares Insurance Company Limited declined to pay for treatment costs following a claim on his horse insurance policy.

What happened

Mr P's horse suffered a severe wound in September 2023. He made a claim on his policy for treatment costs. The claim was accepted and a payment made of £3,000, which was the policy limit.

In August 2024 Mr P made another claim. He said this was a new problem that had started in May. The claim form referred to the clinical history for details of the condition, and described the treatment as including a general and neurological examination, with multimodal pain relief.

Antares didn't pay this claim. It said:

- The policy terms explain that, if a horse presents with symptoms, any diagnosis that arises out of that investigation or anything related to it, will be considered to be one claim.
- This was assessed as a continuation of the earlier claim, so was one incident, and this incident had already been paid up to the policy limit.

When Mr P referred the complaint to this service, our investigator thought it should be upheld. He said the evidence from the treating vet was that there were different symptoms in May 2024 and it wasn't fair to treat this all as one incident. He asked Antares to settle the claim.

Mr P accepted the investigator's view.

Antares disagreed and provided further comments, but the investigator didn't change his view. As no agreement has been reached, I need to make a 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 vets' fees as follows:

In the event that, during the period of insurance, your horse suffers an incident, we will pay the veterinary fees incurred by you for treatment of the illness, disease, lameness, or injury by a veterinary surgeon, up to the limit stated in your certificate for each incident or foaling risk suffered by the horse during the period of insurance.

An incident is defined as follows:

A claimable incident under this policy is not judged on each separately diagnosed condition but is considered to be an onset of symptoms. If a horse presents with a symptom or set of symptoms, any diagnoses which arise out of that investigation, or subsequent related investigations, are considered together to be one claimable incident under the policy.

The policy limit is £3,000. The first claim had been paid up to that limit. Antares says this claim is part of the same incident, as it is a continuation of the earlier problem. I've considered whether it was fair for Antares to reach that conclusion, based on the veterinary evidence available.

I've first considered the clinical notes. After the initial treatment in September 2023, these show:

- Further visits in October and November 2023, where there were still issues but the horse was described as improving.
- In January 2024, the wound had reopened but this was described as "only superficial". The horse was able to get up with assistance. It was noted that *"Wound itself is not enough reason for this problem. Concerned more is going on in hind legs."*
- In April 2024, the horse was found lying down, but was able to get up.
- On 3 June, the notes refer to recent episodes where the horse was unable to get up showing neuro signs/fits and said, *"Most likely sleep deprivation due to chronic pain/lack of confidence in getting back up.. part of a narcoleptic fit... Disc cartrophen/possibly medicating hocks to help in future with OA."*

The other evidence comes from statements made by the treating vet and a vet Antares instructed to review the claim.

The treating vet says:

- He had started a rehabilitation plan and this had gone well – the horse regained a lot of muscle and was able to undertake light ridden work in early May 2024
- In late May, the horse displayed different symptoms – as noted in the clinical notes on 3 June.
- The horse experienced 'fits' which he believed were narcoleptic in nature, caused by sleep deprivation associated with chronic pain.
- He thought there was osteoarthritis in the hindlimbs which deterred the horse from lying down, leading to sleep deprivation and the resulting narcoleptic fits.
- *"The clinical signs that led to my examination and treatments in June were, to the best of my knowledge, never shown before May 2024."*

Antares' vet has a different view, He says:

- The horse suffered severe wound in September 2023, which took a long time to heal.
- It was noted to have difficulty standing in November and again in January 2024
- Further investigation in June 2024 led to a diagnosis of sleep deprivation associated with chronic pain and difficulty getting up. He discussed with the treating vet that it appeared to result from pain associated with the left hock, which resulted from the wound.

- In his opinion, the recent claim is part of the same claimable incident.

It's difficult to say from the clinical notes whether the issues in May and June 2024 were caused by the wound or by something else. There is a reference in January to concern with the hind legs but nothing further at that point, and the treating vet says in early May the horse had made good progress.

I appreciate Antares' vet says he discussed with the treating vet that the problem appeared to result from pain associated with the left hock, which resulted from the wound. But (although it's implied) he doesn't specifically say in that note that the treating vet agreed with him. And that's contrary to the evidence from the treating vet. He has been very clear that he doesn't think this claim is a continuation of the earlier problem and in his report, says *"The clinical signs that led to my examination and treatments in June were, to the best of my knowledge, never shown before May 2024."*

It hasn't been possible to obtain further comments from the treating vet about his conversation with Antares' vet. I need to make my decision on the evidence available. Antares says the report from its vet is to be preferred, since that vet has no interest in whether the claim is paid, while a policyholder's vet may wish to support their client in trying to get a claim paid.

I've taken all of these factors into account. On balance, I find the evidence from the treating vet more persuasive, given they were involved throughout. They were very clear that the symptoms in late May 2024 were new and had not been seen before. Their comments are more detailed and refer back to the clinical notes.

On the other hand, the note from Antares' vet is brief and, while he says the claim is part of the same claimable incident, he doesn't provide any detailed analysis of the clinical notes showing how he has reached that conclusion.

For these reasons, I don't consider it was fair to treat this all as one incident. So it should be dealt with as a new claim and settled in line with the policy terms.

My final decision

I uphold the complaint and direct Antares Insurance Company Limited to

- settle the claim in line with the remaining policy terms; and
- if Mr P has already paid the treatment costs, pay interest at 8% a year simple from the date he paid the costs to the date of settlement.

If Antares Insurance Company Limited considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr P how much it's taken off. It should also give Mr P a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 9 September 2025.

Peter Whiteley
Ombudsman