

The complaint

Mr M complains The National Farmers' Union Mutual Insurance Society Limited have declined a claim he made on a horse and rider insurance policy.

What happened

Mr M sadly had to put his horse to sleep and made a claim to NFU for the costs associated with this. NFU declined the claim saying the circumstances in which the horse was put to sleep didn't meet the British Equine Veterinary Association ("BEVA") guidelines for euthanasia. The policy terms were based on those so there was no cover available for the claim. Mr M complained but NFU stood by its decision.

Our Investigator looked into things for Mr M. She thought NFU hadn't acted unfairly in declining Mr M's claim. Mr M disagreed so the matter has come to me for 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.

In order to decide if NFU have acted fairly I need to consider the policy terms, those say:

"PUT TO SLEEP

Euthanasia:

- *without OUR written consent which is immediately carried out following confirmation by a VET that the injury, illness, disease or CONDITION cannot be treated and the suffering is so excessive that it is not humane to keep the HORSE alive until YOU can contact US and to delay would be an act of cruelty; or*
- *with OUR prior written consent.*

This criteria is in accordance with the current British Equine Veterinary Association (BEVA) Guidelines for the Destruction of horses under All Risks Mortality insurance policies".

So, the policy terms set out that no payment will be made if the horse's condition doesn't meet the current BEVA guidelines.

To satisfy the guidelines, the horse 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. For less urgent cases like chronic illness or lameness, where the horse 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. It may be appropriate to get a second opinion from another vet. 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.

The treating vet initially wrote in their notes that the BEVA guidelines were not met, they also said in their notes *“Ongoing treatment could have been continued, however the owner felt the treatment regimes were affecting his quality of life”*. The vet later said, after the claim was declined, that reference to BEVA guidelines not being met was a typographical error. They commented that the horse had recently suffered with laminitis and had another chronic condition and the impact of both meant it couldn't be exercised or retired to pasture. While I've not discounted the vet's later comments, generally, I find statements made closer to the event to be more persuasive as they are made in the moment and free from any other consideration or influence.

NFU's veterinary consultant concluded, after reviewing the medical history, associated claim notes and speaking with the treating vet that, while the horse was put down to prevent further suffering, it wasn't clinically immediately necessary to do so at that point. They acknowledged that the horse had an ongoing chronic condition. But there was no previously confirmed diagnosis or recorded treatment for laminitis, so it wasn't possible to say what the prognosis was or whether other treatment options could have been pursued.

Based on all the evidence and arguments available to me I'm not persuaded this was an emergency, where euthanasia was required immediately. This was the second scenario – where euthanasia wasn't the only option, but it would come to that at some point.

In such situations, the horse's owner should keep in touch with their insurer and agree a course of action. Mr M could have contacted NFU to explain the situation and agree on a way to deal with it, rather than proceeding with euthanasia at that point. I appreciate Mr M said this happened on a Bank Holiday weekend when NFU weren't contactable, but I also have to consider the fact the vet referenced in their notes at the time that ongoing treatment was available. So, as I have found above, this wasn't an emergency euthanasia, it would have been possible to delay matters until NFU could be contacted.

I realise this must have been a very distressing situation for Mr M (and his family) and he did what he thought was best for his horse at that time. But unfortunately, the BEVA guidelines are very strict on this matter, and the policy terms reflect that. So, this isn't a case where I think NFU have acted unfairly in declining the claim.

My final decision

My final decision is that I do not uphold Mr M's complaint against The National Farmers' Union Mutual Insurance Society Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 9 January 2026.

Alison Gore
Ombudsman