

The complaint

A partnership which I'll refer to as M complains about what Aviva Insurance Limited did after it made a claim on its business protection insurance policy.

What happened

M is a farm business and has insurance with Aviva which includes cover for fatal injury to livestock. In December 2024 it claimed on its policy because livestock had died after immunisation medicine was incorrectly administered. Aviva turned the claim down. It said for cover to be available the cause of death had to be external and visible. In this case a report from a vet said the injury wasn't visible and so it didn't meet the policy terms.

In her most recent view our investigator didn't agree Aviva had acted correctly. She said it wasn't the injury which needed to be external or visible but the cause of it. In this case the injury was caused when immunisation was incorrectly given using a dosing gun. So the cause was external and visible (and was also accidental and violent). She said the claim had been wrongly declined and should have been accepted.

Aviva asked for more time to respond but didn't do so by the deadline our investigator set. So the case was progressed for review by an Ombudsman. Aviva subsequently said it accepted her outcome. However, in order to bring finality to the matter I think it's nevertheless appropriate for me to reach a final 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 rules and industry guidelines say Aviva has a responsibility to handle claims promptly and fairly. It shouldn't reject a claim unreasonably.

M's policy does include cover for "*Fatal injury to Livestock on The Premises caused by (1) accidental, violent, external and visible means (2) poisoning*". There's no suggestion the livestock in this case were poisoned. So the question is whether the fatal injury they suffered was caused by accidental, violent, external and visible means.

Aviva suggested in its response to the claim that wasn't the case because the vet said the injury wasn't external or visible. But that isn't what the policy requires. It says the cause of the injury needs to meet the above criteria; it doesn't apply that test to the injury itself. And in this case Aviva hasn't disputed the cause of the injury was as set out in the report from the vet. They said the injury resulted from the use of the dosing gun. And the trauma that caused meant a fatal outcome was highly likely in the affected animals.

In my view the use of the dosing gun represents both an external and visible cause of the injury suffered by the livestock. There's also no suggestion this was other than an accident; it appears the employee who used the gun mistakenly inserted it too far into the animal's

throats. And the use of that gun caused traumatic injury to the livestock. So the cause of the injury would also be violent.

I'm satisfied M has shown an insured event covered by its policy has taken place. Aviva will therefore need to reconsider the claim against the remaining terms and conditions of the policy and pay any amounts due to M in line with those terms taking into account the policy limits and applicable excess (which I understand it's now done). But M hasn't suggested there's been any impact on it beyond the financial loss suffered as a result of its claim being declined. So I'm not directing Aviva to take steps beyond those I've already set out.

My final decision

I've decided to uphold this complaint. Aviva Insurance Limited will need to put things right by doing what I've said in this decision (if it hasn't already done so).

Under the rules of the Financial Ombudsman Service, I'm required to ask M to accept or reject my decision before 23 March 2026.

James Park
Ombudsman