

The complaint

Mrs M has complained that The National Farmers' Union Mutual Insurance Society Limited (NFU) unfairly declined a claim on her horse and rider insurance policy.

What happened

In 2023 Mrs M made a claim under the policy after her horse, whom I'll call B, was put to sleep. Her vet said in the claim form that B had been suffering from osteoarthritis.

NFU declined the claim. It said according to its records Mrs M had made a claim for osteoarthritis in 2010 and her policy didn't cover anything that had been claimed for previously.

Mrs M didn't accept that the 2010 claim was for arthritis. She thought it was for ligament damage. Unfortunately, the vet's records from 2010 are no longer available. She was also unhappy that this exclusion hadn't been noted as an endorsement on the policy schedule.

Mrs M brought a complaint to this service. Our Investigator didn't recommend that the complaint be upheld.

As Mrs M didn't agree, the matter has been referred to me.

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.

Mrs M's policy doesn't cover pre-existing conditions. It says:

"WE do not cover the following.

Existing conditions

WE will not pay any claim for YOU or an INSURED PERSON which directly or indirectly arises from, or is connected with:

- *any ACCIDENT which happened or physical condition which first appeared before the current PERIOD OF COVER.*

WE will not pay any claim for a HORSE which directly or indirectly arises from, or is connected with:

- *an ACCIDENT which happened before the START OF COVER or was the subject of a previous claim under this POLICY;*
- *a CONDITION which first appeared before the START OF COVER or was the subject of a previous claim under this POLICY, whether or not it re-occurs in the same area or structure or any other area or structure of the HORSE's body. Such CONDITIONS will include, but are not limited to, the following;*

- *any form of arthritis (including but not limited to bone spavin and degenerative joint disease) ...*

On the claim form submitted by Mrs M's vet, the vet diagnosed B as suffering from *"generalised lameness, likely due to osteoarthritis of multiple joints"*.

B's clinical history from 2010 is unavailable. The only evidence available to support Mrs M's claim is some letters from 2010/11 showing that Mrs M's vet made several claims on her behalf. Mrs M thinks this suggests B was more likely to have been treated for a suspensory ligament injury than osteoarthritis.

NFU also has limited records of the 2010 claim. It has provided a screenshot showing that it recorded the claim as "OA [osteoarthritis] *of the tibiotarsal joint/desmitis*". I understand desmitis to be the sprain of a suspensory ligament. It seems to me perfectly possible that in 2010 B was suffering from both conditions. But the key point to my mind is that the 2010 claim apparently did include treatment for osteoarthritis. Therefore, under the terms of the policy I don't think NFU treated Mrs M unfairly or unreasonably in declining the claim on the basis of this exclusion as it appears from NFU's evidence that B was suffering from osteoarthritis in 2010.

An insurer will usually only become aware that a condition is pre-existing once it receives the claim form and the full clinical history of the animal unless a previous claim has been made to the insurer for treatment of a particular condition. Without the full clinical history, the insurer can only advise a consumer that it will not cover pre-existing conditions.

In addition to the policy wording, the two-page summary of the main terms of the policy said:

"What is not insured?

...

Any accident which happened or any illness, disease or condition which you are aware of that has been diagnosed, awaiting diagnosis or being treated before your cover starts, or is due for renewal, as outlined in the policy wording."

I think the wording quoted above made this exclusion sufficiently clear.

My final decision

For the reasons set out above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 13 December 2023.

Elizabeth Grant
Ombudsman