

The complaint

Mrs L has complained about the way QIC Europe Ltd ('QIC') dealt with a claim she made on the insurance policy she has for her horse, D.

What happened

Mrs L made a claim on her policy after D needed some treatment by a vet for gastric ulcers and lameness. The treatment took place between December 2023 and February 2024.

QIC paid for the treatment over those few months but only up to £3,000 which is the policy limit per incident. QIC said it considered the treatment to be part of the same incident.

Mrs L didn't agree and complained because she considered the lameness and the ulcers to be two separate incidents and to, therefore, have separate policy limits. She said that in December 2023 when D was diagnosed with gastric ulcers the vet noted mild hindleg stiffness, but this was nothing Mrs L was aware of or had seen signs of when riding D. She didn't believe the two conditions were related and thought her entire claim should have been covered. Mrs L also provided a letter from the vet who examined D who said that the two conditions were separate.

QIC referred the matter to an independent vet who reviewed D's medical records. The vet said that in their experience, the two conditions could be linked. They also said that there were records of D suffering from lameness for some time before the claim was made.

QIC rejected Mrs L's complaint and said that it acted in line with its terms and conditions in considering the claim to be the result of one incident. QIC also didn't agree that the two conditions presented at different times as D was noted to have hind stiffness when she was first examined for gastric ulcer. She was also examined for bucking, napping and being spooky and stiffness was mentioned consistently throughout the treatment.

Mrs L then brought her complaint to us. She said that D was diagnosed with gastric ulcers in December 2023 and thereafter with lameness in February 2024. She said that D had very mild stiffness in December 2023 which is normal for her age. She considered these to be separate incidents as supported by the vet who examined D. Mrs L wanted her claim to be paid in full.

One of our investigators reviewed the complaint but didn't think it should be upheld and that QIC acted in line with its terms and conditions.

Mrs L didn't agree and asked for an ombudsman's decision. She said when D went to the vet in February 2024 it was for an obvious lameness whereas in December 2023 and

January 2024 the vet noted a slight stiffness which was different and potentially due to the gastric pain.

As the matter was not resolved, it was 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.

I'd like to start by saying that I was very sorry to hear that D had been unwell, but I was pleased to note that she had made a good recovery.

The policy

Mrs L's policy says that if during the period of insurance the horse suffers an incident, QIC will pay the vet's fees for treatment up to the limit stated in the certificate for each incident.

The policy also states that:

"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 a 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 claims

Mrs L's policy has a limit of £3,000 for each incident and a £275 excess.

Mrs L's policy renewed in December 2023. She made three separate claims to QIC; one in January, one in February and one in March 2024. The claims were for £1,668.28, £987.70 and £2,165.65 respectively. After deducting the excess and treatment which isn't covered under the policy, QIC paid £1,351.00, £924.31 and £724.69, so £3,000 in total.

The expert evidence and medical records

The vet who treated D wrote to QIC and said that the hind limb lameness and gastric ulceration (ulcer) were in no way related. The vet said they affect different body systems and presented as separate clinical entities at different times. They asked for the claim to be split into two separate claims.

As I said above QIC referred the matter to an independent vet. The vet looked at the records and noted that D was seen in December 2023 for bucking, napping and spooking when ridden. They said that the clinical history noted D to be lame in both front legs which appeared to be a continuation of previous foreleg lameness issues. D was also noted to show mild hindleg stiffness. D later had a gastroscopy and was diagnosed with gastric ulceration for which she was treated. During a subsequent check in January 2024 D was noted to still be moving stiffly behind. Further gastroscopies in January and February 2024 noted improvement in the ulcer. Towards the end of February 2024 D was seen again as her riding instructor felt she was lame behind. She was then diagnosed with bilateral

osteoarthritis (the cause of the lameness/stiffness) in both hocks (joints in the hind legs).

The independent vet concluded that hindleg stiffness/lameness was consistently noted in D's records which they felt was consistent with both conditions being part of the same incident. For the same reason they didn't feel that hindleg stiffness/lameness was a new presentation during the end of February 2024 examination. The vet concluded that it was not unusual for horses with orthopaedic pain/lameness to also have gastric ulceration and felt that, on balance, the hock pain was part of the same clinical presentation as the gastric ulcer.

Out of the two expert opinions the opinion of the independent vet contains a greater amount of detail than that of the treating vet. I have also considered the medical records and noted that there was indeed mention of hindleg stiffness in December 2023 and in January 2024 as well as February 2024 when D was diagnosed with osteoarthritis. So, the records support what is in the independent vet's report that both the lameness and the ulcer presented at the same time. Mrs L's expert said that they are two separate conditions, but under the terms and conditions this doesn't mean that they will be considered to be separate incidents. And the vet also said that they presented at different times but as I said above, there is mention of lameness in December 2023 which is the same time as when the ulcer was reported.

Overall, I have found the independent vet's opinion to be the most persuasive out of the two due to the amount of detail it contains and also because it is supported by the medical records. It follows that I thought it was fair and reasonable that QIC made its decision based on that report.

Under the terms and conditions an incident is an onset of symptoms rather than separate diagnoses. On balance and bearing in mind the available expert evidence and the medical records I think QIC has acted in line with its terms and conditions when it considered Mrs L's claims as one incident on this occasion. And that is because, on the available evidence, the onset of symptoms for both the lameness and the ulcer was the same.

I appreciate Mrs L will be disappointed with my decision but for the reasons I have given above I think QIC has dealt with the matter fairly and reasonably in these particular circumstances.

My final decision

For the reasons above, I have decided not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs L to accept or reject my decision before 12 December 2024.

Anastasia Serdari
Ombudsman