



LEGAL EQUESTRIAN™

EQUESTRIAN QUESTION FORUM by Lisa L. Lerch, Esq.

I had an equine mortality insurance policy in place, but when I submitted my claim after the horse was euthanized, the claim was denied. Why would the insurance company deny my claim?

The two most common reasons for mortality claim denial are late notice or failure to secure consent for intentional destruction (euthanasia). A mortality policy typically insures your horse's life subject to the policies particular terms and conditions. A policy is essentially a contract between you and your insurance company and your failure to abide by the terms of your contract i.e. proper notice and/or consent will result in a denial of coverage.

The issue of untimely notice is very common. In the event of an illness or death, the last thing a horse owner thinks to do is call his insurance company. However, mortality policy language often reads as "subject to immediate notice" of accident or illness. The issue becomes what constitutes "immediate notice". The courts have determined that immediate notice is notice that allows the insurer an opportunity to investigate a cause of illness or death. An opportunity to investigate helps to prevent intentional injury or accident and allows the insurer a chance to mitigate its costs by seeking additional opinions as to care.

Failure to seek consent is also a common reason for denial. Equine mortality policies prohibit the intentional destruction of the insured equine unless the destruction falls within a specified exception under the policy. Common sense would dictate that if the horse is suffering there isn't time to deal with insurance; however, make the time and obtain consent as it is not worth risking denial of coverage. Be aware that even in the event your veterinarian certifies that the horse was suffering and immediate destruction was necessary for humane reasons, the insurer may still deny your claim if it is determined that failure to obtain consent prejudiced the insurer.

In the event the insurer and the horse owner disagree as to whether the horse should be euthanized, the insurer will look to the guidelines set forth by the American Association of Equine Practitioners (AAEP). The most recent guidelines published in 2011 read:

The AAEP recommends that the following guidelines be considered in evaluating the need for humane euthanasia of a horse. The attending veterinarian is often able to assist in making this determination, especially regarding the degree to which the horse is suffering. It should be pointed out that each case should be addressed on its individual merits and that the following are guidelines only. It is not necessary for all criteria to be met. Horses may be euthanized at an owner's request for other reasons, as the owner has sole responsibility for the horse's care. Prior to euthanasia, clear determination of the insurance status of the horse should be made as this policy constitutes a contract between owner and insurance carrier.

In accordance with AVMA's position on euthanasia of animals, the AAEP accepts that humane euthanasia of unwanted horses or those deemed unfit for adoption is an acceptable procedure once all available alternatives have been explored with the client. A horse should not have to endure conditions of lack of feed or care erosive of the animal's quality of life. This is in accord with the role of the veterinarian as animal advocate.

The following are guidelines to assist in making humane decisions regarding euthanasia of horses:

- A horse should not have to endure continuous or unmanageable pain from a condition that is chronic and incurable.
- A horse should not have to endure a medical or surgical condition that has a hopeless chance of survival.
- A horse should not have to remain alive if it has an unmanageable medical condition that renders it a hazard to itself or its handlers.
- A horse should not have to receive continuous analgesic medication for the relief of pain for the rest of its life.
- A horse should not have to endure a lifetime of continuous individual box stall confinement for prevention or relief of unmanageable pain or suffering.

To ensure that your claims are not denied it is imperative to carefully review the terms of your policy and act accordingly. In the event your horse is in an accident or has an illness that results in its intentional destruction without timely notice or consent at the very least obtain your veterinarian's certification of the necessity of the destruction for humane reasons as well as a postmortem and necropsy examination. You can request that the insurer waive the policy requirements due to exigent circumstances if you are able to show that the insurer was not prejudiced by the lack of notice or consent.

If you would like more information on this or other topics, please feel free to visit our website www.legalequestrian.com or contact our office.

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