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A Guide to Best Practice for Veterinary Surgeons When Considering Euthanasia on Humane Grounds: Where Horses are Insured Under an All Risks of Mortality Insurance Policy

This Guide to Best Practice has been developed as a reference for the practicing veterinary surgeon as an aid in the decision making process, when dealing with severely diseased or injured insured horses. This was in response to a perceived need for enhanced clarity and understanding of the whole process, and to ensure that maintenance of the welfare of the horse continues to be our highest priority as veterinary surgeons.

While specifically written for veterinarians in the field, it is hoped that many others, owners, insurers, trainers and event and race organizers will find the information collated in this Guide to be useful in comprehending this complex subject. The format of the Guide in particular with reference to Appendix II (List of Conditions), lends itself to being easily updated as veterinary science continues to develop.

Throughout the Guide there is emphasis on the need for open discussion of problems and robust liaison with insurers wherever possible and we make no apology for reiterating this principle here.

The Guide has been jointly devised by the British Equine Veterinary Association and Veterinary Ireland and we would wish to personally thank all those veterinarians and representatives of the insurance industry who have contributed to its production.

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This represents a manual of what is currently regarded as best practice in the application of the '**BEVA guidelines for the destruction of horses under an all risks of mortality (*ARM) insurance policy**' which were devised in 1996 and remain valid today (for the full wording of the 'BEVA Guidelines 1996' see *Appendix I*).

- This guide to best practice by its nature will evolve as veterinary science develops.
- While advice under the guide might be appropriate for a typical case, there may be exceptional circumstances that dictate an alternative course of action is justified and correct.

Paragraph 3 of the BEVA guidelines 1996 states that an affected horse will need to meet the following requirements to satisfy a claim under an ARM Policy:

"That the insured horse sustains an injury or manifests an illness or disease that is so severe as to warrant immediate destruction to relieve incurable and excessive pain and that no other options of treatment are available to that horse at that time."

This essentially deals with the **EMERGENCY** situation, for example on the racecourse, event or at a road accident, where immediate action must be undertaken by the attending veterinary surgeon. The decision to advise an owner to destroy a horse on humane grounds must be the responsibility of the attending veterinary surgeon, based on his or her assessment of the clinical signs at the time of examination, regardless of whether or not the horse is insured. The veterinary surgeon's primary responsibility is to ensure the welfare of the horse.

For **LESS URGENT** cases in particular chronic illness or lameness cases where the horse's condition is deteriorating to the point at which euthanasia will be required, **it is essential to keep insurers informed of the situation and to mutually agree or negotiate an appropriate course of action**, if necessary involving their veterinary adviser. Such cases may require a second opinion on behalf of the insurers before euthanasia is undertaken.

*ARM policies may also be referred to as 'death and destruction on humane grounds' or simply 'mortality' insurance, which may form part of a more comprehensive insurance policy.

THE EMERGENCY SITUATION

When a veterinary surgeon is presented with an insured horse where the owner or agent feels that it should be euthanased, the veterinary surgeon should remember the following points:

1. The horse should be positively identified - either from a passport or by taking separate markings. Check for the presence of a microchip. The race card number will aid identification at the racecourse.
2. A full or complete as possible clinical examination of the horse should be made and all details recorded.
3. Once the horse is euthanased, an independent *post mortem* examination should be carried out.
4. There will be a number of situations encountered requiring different approaches (see below).

(A) Definite Grounds for Immediate Euthanasia

Action: If there is a clear-cut case for immediate euthanasia on humane grounds delay should be avoided. *Post mortem* findings might be needed to corroborate any decision made.

If the horse poses a significant and immediate danger to its handlers and/or members of the general public as a direct result of an injury or illness, for example injuries sustained in an accident or because of a sudden deterioration in a medical condition, and it is impossible to control the horse even with sedation or pain relief, then immediate euthanasia may be justified.

Ideally a second opinion should be sought from a professional colleague, but welfare must take priority and this should not involve any undue delay.

(B) Suspected But Not Definite Grounds for Immediate Euthanasia

Action: In these cases it is essential that a second opinion is sought before proceeding. The insurance company should also be informed and given the option of having their own veterinary surgeon examine the horse or at least provide verbal advice. The horse should be transported (using splints and other necessary therapeutic techniques) to appropriate premises, e.g. a racecourse stables or local veterinary clinic for further investigation if at all possible.

In cases where the injury or illness has occurred out of hours or in a remote location, symptomatic therapy and pain relief should be given until a second opinion is obtained.

(C) No grounds for Immediate Euthanasia in the Opinion of the Attending Veterinary Surgeon

Action: Inform owner to contact their insurers or insurance broker as soon as possible for guidance.

In case of difficulties seek a second opinion from an experienced veterinary surgeon to corroborate your own view. If the owner insists on euthanasia you should inform the owner that it may invalidate their insurance claim. Document your findings and request the owner sign a 'request for euthanasia' form indicating that the animal has been destroyed at their request.

The owner should be advised that an independent *post mortem* examination may have to be performed if they still wish to proceed with an insurance claim.

(D) Cases Where Injured or Ill Animals Require Urgent Surgical or Specialised Medical Intervention to Save the Horse's Life

Action: It is important to keep the insurance company notified of any specialised surgical or therapeutic requirements wherever possible although it is recognised this may not always be practical out of normal business hours. There will be circumstances, for example, where the estimated cost of treatment may not be an economical proposition when compared to the animal's value. These are matters of negotiation between the insurance company and owner and not for the veterinary surgeon to decide on.

(E) Cases Where the Owner Requests Euthanasia of a Horse for Other Reasons

There may be situations where the horse clearly does not meet the criteria for destruction on humane grounds, but the owner requires the horse to be euthanased in any event. This course of action is perfectly acceptable provided the owner understands that they have no recourse to the insurance company subsequent to euthanasia. Document your findings and request the owner sign a 'request for euthanasia' form indicating that the animal has been destroyed at their request.

CHRONIC DISEASE AND LAMENESS CASES

There are difficulties when considering chronic injury or disease cases with negligible prospect of recovery. While such cases may easily satisfy a claim under the provisions of a **loss of use** or **permanent incapacity** insurance policy, where only ARM cover is in operation **additional evidence will need to be provided for a claim to be considered, either of:**

(A) **Significant pain/suffering** as demonstrated, for example, by:

- (i) **Chronic severe permanent lameness** particularly affecting more than one limb, where there is other evidence of **significant** suffering e.g. chronic weight loss, prolonged periods of recumbency, persistently raised pulse, unwillingness to move etc.; and
- (ii) There is no recognised alternative treatment available and it is not possible to alleviate clinical signs of pain by standard doses of routine analgesics.

Or

(B) **Where the horse is likely to die** within the period of insurance because of the insured condition.

It is essential that insurers are advised about such chronic cases as early as possible and certainly before euthanasia is contemplated. These cases should be judged on their individual circumstances and will be the subject of negotiation between owner and insurer. Insurers may require an independent opinion. It is important that insurers are advised before euthanasia is undertaken to avoid invalidating a subsequent insurance claim.

In **Appendix II** is a list of conditions that are likely to be encountered in clinical practice with accompanying recommendations. It is important to note that this is the current advice (January 2008), which may change in future, and that the list is not intended to be prescriptive or exhaustive.

Remember that these are guidelines and should not be regarded as absolutes as much will depend on the individual circumstances of each case. The guidelines are made to illustrate what is regarded as currently reasonable and customary in the general situation pertaining to a particular disease or injury.

Appendix I

BEVA Guidelines for the Destruction of Horses Under an All Risks of Mortality Insurance Policy (1996)

1. BEVA considers that the decision to advise an owner to destroy a horse on humane grounds must be the responsibility of the attending veterinary surgeon, based on his or her assessment of the clinical signs at the time of examination, regardless of whether or not the horse is insured. The veterinary surgeon's primary responsibility is to ensure the welfare of the horse.
2. BEVA recognises that there may be occasions when the attending veterinary surgeon will advise euthanasia but that such a decision may not necessarily lead to a successful insurance claim.
It is important that all parties are aware of this potential conflict of interests before a horse is destroyed. It is the owner's responsibility to ensure compliance with any policy contract with an insurer.
3. As a guide, BEVA considers that an affected horse will need to meet the following requirements to satisfy a claim under a mortality insurance policy:
"That the insured horse sustains an injury or manifests an illness or disease that is so severe as to warrant immediate destruction to relieve incurable and excessive pain and that no other options of treatment are available to that horse at that time."
If immediate destruction cannot be justified then the attending veterinary surgeon should provide effective first aid treatment before:
 - (i) Requesting that the insurance company be contacted or, failing that,
 - (ii) Arranging for a second opinion from another veterinary surgeon.
4. Insurance companies frequently require some form of examination after death. Owners should be made aware that it is in their best interests to retain the carcass, or appropriate parts, for this purpose. The horse should be positively identified.
5. It should be stressed that in the event of a horse being destroyed on grounds which justify a claim it is still the responsibility of the insured to prove that all policy terms and conditions are complied with and were current at the time of the incident.

Appendix II

List of Conditions Commonly Encountered when Considering Emergency Euthanasia on Humane Grounds

It is important to remember that these are guidelines and should not be regarded as absolutes as much will depend on the individual circumstances of each case. The guidelines are made to illustrate what is regarded as currently reasonable and customary in the general situation pertaining to a particular disease or injury.

KEY

Immediate Destruction: *“The condition described will usually require that the affected horse is immediately euthanased.”*

Second Opinion: *“The condition described may require euthanasia but a second opinion from another veterinary surgeon is required to confirm. Insurers should be informed and given the option of an independent examination or at least provide verbal advice.”*

Congenital Conditions	Immediate Destruction	Second Opinion	Prognosis for Athletic Endeavour	Prognosis for Survival at Pasture
Parrot Mouth	No	No	Yes	Yes
Wry Nose	No	No	Guarded	Yes
Angular Deformity: Able to Stand	No	No	Good to Guarded	Good
Angular Deformity: Unable To Stand	No	Yes	Guarded	Guarded
Contracted Tendons: Unable To Stand	No	Yes	Guarded	Guarded
Uni-Lateral Or Bilateral Scrotal Hernia	No	No	Good	Good
Cleft Palate	No	No	Hopeless	Poor
Ruptured Bladder	No	Yes	Good	Good
Retained Meconium	No	Yes	Good	Good
Septicaemia - Non Responsive	No	Yes	Hopeless	Poor to Hopeless
Premature/Dysmature	No	Yes	Good to Poor	Good to Poor

Gastro-Intestinal	Immediate Destruction	Second Opinion	Prognosis for Athletic Endeavour	Prognosis for Survival at Pasture
Colic	Non responsive colic cases and those that are potentially surgical should be referred for surgical exploration as soon as is necessary to ensure proper efforts are made to effectively treat the condition. Horses in terminal shock or that have no likelihood of survival should be euthanased.			
Evisceration (Post Castration or Trauma)	All efforts should be made to replace intestine with general anaesthesia, suturing wound and belly bandage, then refer for surgical treatment.			
Rectal Tear	No	Yes	Guarded to Hopeless	Guarded to Hopeless
Peritonitis	No	Yes	Good to Hopeless	Good to Hopeless

Other Severe General Illness	Immediate Destruction	Second Opinion	Prognosis for Athletic Endeavour	Prognosis for Survival at Pasture
Terminal Illness	If the horse is likely to die within the foreseeable future and all treatment options have been exhausted then euthanasia is justified. A second opinion would be required.			

Orthopaedic (Bone)	Immediate Destruction	Second Opinion	Prognosis for Athletic Endeavour	Prognosis for Survival at Pasture
Pedal Bone Fracture	No	Yes	Good - Non-Articular Poor - Articular	Good - Non-Articular Guarded - Articular
Pastern Fracture: Non-Comminuted	No	Yes	Good to Guarded	Good
Pastern Fracture: Comminuted - One Intact Strut	No	Yes	Guarded to Poor	Guarded
Pastern Fracture: Comminuted - No Intact Strut	Yes	No	Poor to Hopeless	Poor to Hopeless
Metatarsal/Metacarpal Condylar Fractures	No	Yes	Good to Guarded	Good
Navicular Bone Fracture	No	Yes	Guarded to Poor	Good to Guarded
Splint Bone Fractures	No	Yes	Fair to Good	Good
Compound Long Bone Fractures	Yes	No	Poor to Hopeless	Poor to Hopeless
Multiple Tarsal/Carpal Bone Fractures	Yes	No	Poor to Hopeless	Poor to Hopeless
Humeral/Radial/Tibial/Femoral Displaced Fractures (Adult)	Yes	No	Poor to Hopeless	Poor to Hopeless
Humeral/Radial/Tibial/Femoral Displaced Fractures (Foal <6 Months)	No	Yes	Poor	Poor
Third Carpal Bone Fractures	No	Yes	Good to Guarded	Good
Pelvic Fractures: Horse Standing	No	Yes	Good to Guarded	Good
Pelvic Fractures: Horse Recumbent	Yes	No	Poor to Hopeless	Poor to Hopeless
Osteomyelitis: Chronic - Non-Responsive	No	Yes	Poor to Hopeless	Poor to Hopeless

All fractures, with the exception of displaced or comminuted long bone fractures or any compound fractures are not immediate destruction on humane grounds cases.

Orthopaedic (Soft Tissue)	Immediate Destruction	Second Opinion	Prognosis for Athletic Endeavour	Prognosis for Survival at Pasture
Superficial Digital Flexor (SDF) Tendinitis	No	No	Good to Guarded	Good
Rupture of SDF Tendon	Yes	No	Hopeless	Poor
1. Musculotendinous Junction	No	Yes	Guarded to Poor (Good in hind limbs)	Good to Guarded
2. Distal to Carpus	Yes	No	Hopeless	Poor
Bilateral Rupture of SDFT	Yes	No	Hopeless	Poor
1. Musculotendinous Junction	Yes	No	Hopeless	Poor
2. Distal to Carpus	No	Yes	Hopeless	Poor
Rupture of Deep Digital Flexor (DDF) Tendon	No	Yes	Hopeless	Poor
Bilateral Rupture of DDF Tendon	No	Yes	Hopeless	Poor
Complete Laceration of:				
1. SDF Tendon	No	Yes	Guarded to Poor (Good in hind limbs)	Good
2. SDF and DDF Tendons	No	Yes	Poor	Fair to Good
3. SDFT, DDFT and Suspensory Ligament	Yes	No	Hopeless	Very Poor
Partial Laceration of SDFT, DDFT and/or Susp. Ligament	No	Yes	Guarded to Poor	Good
Complete Breakdown of Suspensory Apparatus	No	Yes	Hopeless (Fetlock arthrodeseis maybe an option for high value animal)	Guarded to Poor
DDF Tendinitis within the Deep Flexor Tendon Sheath	No	Yes	Guarded	Good
Desmitis of Inferior Check Ligament	No	Yes	Good to Guarded	Good
Desmitis of the Suspensory Ligament	No	Yes	Good to Guarded	Good
Displacement of SDFT from <i>Tibber Calcis</i>	No	Yes	Good to Hopeless	Good
Acute Sepsis of Synovial Structure	No	Yes	Good to Guarded	Good
Chronic Sepsis of Synovial Structure	No	Yes	Poor	Poor
Laminitis Non Responsive	No	Yes	Guarded to Poor	Guarded to Poor
Lameness Associated with Prolonged Periods of Recumbency	No	Yes	Guarded to Poor	Guarded to Poor

Reproductive	Immediate Destruction	Second Opinion	Prognosis for Athletic Endeavour	Prognosis for Survival at Pasture
Broad Ligament Haemorrhage: Acute (Contained)	No	Yes	Good	Good
Broad Ligament Haemorrhage: Acute (Intra-Abdominal Haemorrhage)	No	Yes	Poor	Poor
Dystocia: Requiring Caesarian Section	No	Yes	Good	Good
Recto-Vaginal Tears	No	Yes	Good	Good
Uterine Tear	No	Yes	Good	Good
Uterine Torsion	No	Yes	Good	Good
Mare Unable to Rise Post Foaling (Obturator Paralysis ± Fracture)	Yes	No	Hopeless	Hopeless
Uterine Prolapse: Reducible	No	No	Good	Good
Cervical Tear	No	No	Poor	Good
Uterine Prolapse: Non-Reducible	Yes	No	Hopeless	Hopeless

Neurological	Immediate Destruction	Second Opinion	Prognosis for Athletic Endeavour	Prognosis for Survival at Pasture
Vestibular Syndrome	No	Yes	Good to Guarded	Good
Stringhalt	No	No	Good to Guarded	Good
Bilateral Blindness	Yes	Yes	Hopeless	Hopeless
Unilateral Blindness	No	No	Good to Guarded	Good
Continual Seizures/Convulsions Post Trauma/Infection	Yes	No	Hopeless	Hopeless
Wobbler Syndrome (Grade 1-3)	No	Yes	Good to Guarded	Good to Guarded
Wobbler Syndrome (Grade 4)	No	Yes	Poor to Hopeless	Guarded to Poor
Wobbler Syndrome (Grade 5)	Yes	No	Poor to Hopeless	Poor to Hopeless
Hindlimb Paralysis/Paresis Following Spinal Fractures	Yes	No	Hopeless	Hopeless
Neuritis of Cauda Equine	No	Yes	Guarded to Poor	Guarded to Poor
Non-Responsive Neuropathy of One or More Peripheral Nerves	No	Yes	Guarded to Poor	Guarded
Recumbent Non-Responsive: Post Trauma	Yes	Yes	Hopeless	Hopeless



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