Risk Reduction in the Reporting of the Purchase Examination

William A. Moyer, DVM and Harry W. Werner, VMD

Successful equine veterinarians understand the importance of good client communications. Failure to properly communicate can weaken a client base, damage a reputation, and invite legal action against the practitioner. Many complaints arising from purchase examinations can be avoided by timely, accurate, and objective reporting of examination findings. Authors’ addresses: Texas A&M University, Large Animal Medicine and Surgery, College Station, TX 77843-4475 (Moyer); and Box 5, North Granby, CT 06060 (Werner). © 1999 AAEP.

1. Introduction
The buying and selling of horses are essential to the health and growth of the equine industry. The purchase examination is properly recognized as one of the most important professional services offered to the horse industry by equine practitioners. The decision to purchase or not purchase the horse is, of course, directly affected by the veterinary examiner’s report. Like it or not, so too can be the reputation of the seller and the value of the horse. It is incumbent, therefore, upon examining veterinarians to issue their reports of findings in a way that meets the legitimate needs of the buyers while not unfairly maligning the reputations of the sellers or their stock. This presentation is intended to assist practitioners in reporting examination findings in such a manner.

The guidelines presented herein do not consider horses sold at public sale or horses presented for breeding soundness examination. Any advice, given or implied in this article, has been held to no legal standard.

2. Materials and Methods
Dr. William Moyer was the principal author of Purchase Examination Guidelines for Risk Reduction, presented by him at the 1998 meeting of the Western Veterinary Conference. This presentation is taken directly from it.

3. Results and Discussion
Purchase examination findings must be recorded before they are reported. The ultimate quality of the report is thus dependent on the accuracy, relevance, and thoroughness of the historical and examination record. While recording is its own issue, it is nonetheless the basis for the report. Recording begins with the initial interrogatory contact with the buyer and is woven through the entire examination process. Failure to properly record places the integrity and value of the final report at serious risk.

Like the purchase examination itself, the reporting of findings has evolved from little more than a wink and a nod of decades ago to detailed reports that are mailed, e-mailed, express mailed, faxed, and
telephoned. While no rigid protocol is universally in use for reporting, certain guidelines have proven valuable.

Veterinarians should understand the importance of consistency in reporting purchase examination findings. While statutes vary from state to state, it is not uncommon for the law to require full disclosure of all records of a given type (e.g., purchase examination reports) to establish the standard of practice adhered to by any particular practitioner involved in litigation. Consistently complete and relevant reports reflect professionalism and competence and are an asset in the defense of the practitioner.

The examining veterinarian is working for the buyer, either directly or through the buyer’s acknowledged agent. All reports, therefore, should be made discretely to these persons. It is the veterinarian’s responsibility to accurately identify and report to these individuals. It is wise to use the initial contact with the buyer to include a clear description of when and how historical and examination findings will be reported. It is recommended that a printed form be utilized in all cases to record the pertinent details of the initial contact between veterinarian and buyer.

Casual commenting is often perceived as reporting. Commenting on aspects of the sale horse to individuals other than the buyer or the buyer’s agent (e.g., the seller, the seller’s agent, the trainer, the farrier, the groom), inadvertently, intentionally, or “off the record” (there is no such thing in the horse world) is poor practice and encourages misunderstanding.

A particularly inappropriate form of damaging commentary occasionally is offered by veterinarians who are not examining for the buyer, but for whatever reasons, feel compelled to weigh in. These individuals should understand that this behavior does not well serve the industry from which we all derive our livelihoods. The veterinarian must also assume responsibility for the actions and words of his/her employees. Unfortunately, these persons can be the source of potentially damaging commentary and must, therefore, clearly understand the limits of their respective roles.

When reporting to the buyer or the buyer’s agent, the veterinarian should have the record in hand. This avoids errors of omission or confusion with other cases.

The veterinarian should, when appropriate, use such phrases as “in my opinion,” “I cannot predict the future,” or “I do not know.” If and when debatable findings occur, the buyer should be encouraged to seek a second opinion from a competent equine practitioner with established recognition in the appropriate subject of concern. It has been my experience that second opinions rendered by unqualified persons are potentially disastrous and all too easy to come by. The primary veterinarian should feel free to guide the buyer to the proper person. To avoid conflict of interest, the fees for any second opinions should include no payment to the primary veterinarian and be directed to the buyer as separate billing. All second opinions should be in writing and included in the final report to the buyer.

The veterinarian should not use terminology such as “pass” or “fail.” This is often taken as advice to purchase or not purchase, with the veterinarian then potentially sharing responsibility for any negative consequences, real or perceived, of that decision.

The fairness of the sale price and the horse’s athletic ability are the business of an agent and/or a trainer. Unless the veterinarian is clearly recognized and qualified as either or both, and is willing to render separate opinions as such, he/she should refuse comment on price and/or ability.

The buyer should understand that a written report is forthcoming and he/she should be advised to call back promptly upon receipt to be sure that all is clearly understood.

While both forms and letters are used in reporting purchase examination findings, the letter format provides greater flexibility to address each case on its individual nuances. The following format consists of a reference statement and six paragraphs, each with its own purpose. It is suggested as a suitable letter format for reporting:

- **Reference:** horse’s name, color and markings, tattoo (if exists), age, breed, sex, and case number (if such a system is used).
- **Paragraph 1:** Begin with “You (the buyer) requested that I perform a physical examination on the above captioned horse. You stated that the intended purpose of this horse is for _.” Avoid the use of the words “soundness” and “(pre-)purchase examination.” Identify the person presenting the horse and any other attendees relevant to the transaction. Identify the site of examination.
- **Paragraph 2:** Document what historical questions were asked, who provided the answers, and what specifically the answers were. The responsibility for the accuracy of the history should be placed solely on the seller and/or the seller’s agent.
- **Paragraph 3:** State any abnormalities found during physical examination of “those organ systems that are available for examination.” This conveys that some systems, or parts thereof, are not available for examination. While the horse’s behavior at the time of examination can be reported, no prediction of future behavior should be made. An exception to this is the horse whose behavior is so unruly as to make it a greater-than-normal risk for persons involved with its care or use. In such cases it is the veterinarian’s responsibility to report such behavior and comment on the potential implications. This assumes, however, that the veterinarian is adequately experienced with equine behavior to make such a judgment.
- **Paragraph 4:** A description of the activities...
during the examination follows: observation of gaits in hand, on longe, under saddle on flat, and over fences, etc. The examiner should state simply if the horse did, or did not, show signs of lameness, abnormal respiratory sounds, undo fatigue, or ataxia. Any test normally performed but omitted in this examination should be noted along with the reason for omission (e.g., horse was too green, no rider was available, seller was uncooperative, weather or footing was unsuitable, the buyer chose to exclude the test). Any tests or manipulations omitted that are deemed appropriate should be stated. A common example would be the examination of a yearling that is not trained to longe and cannot be ridden.

- **Paragraph 5**: This paragraph states the results of any ancillary diagnostic procedures (e.g., radiology, endoscopy, clinical laboratory testing) requested by the buyer and any suggested by the examiner and approved by the buyer. Further, any ancillary testing suggested by the examiner (and why it was suggested) that was declined by the buyer is noted. State if sedation was needed to complete an ancillary study. Emphasize that sedation, if utilized, was used to assure quality of outcome (e.g., no motion on radiographs) or patient/handler safety during uncomfortable procedures (e.g., endoscopy). This possibly counters any later claim that the horse needed sedation to control unreported but allegedly dangerous behavior.

- **Paragraph 6**: The concluding paragraph summarizes findings, disclaimers, and any questionable issues. If a second opinion was recommended, it should be so noted. It should end with a clear request for the buyer to contact the veterinarian with any questions or concerns.

Producing a report of real value to the buyer takes expertise, time, and effort. It is the history of an important professional service. Accordingly, the veterinarian should allow for this in establishing the fees for purchase examination. Failure to do so invites expediency and inadequacy in reporting the purchase examination findings.

All reports are the privileged information of the buyer. Regardless of the outcome of the sale, the veterinarian must not share the examination results without the expressed, preferably written, consent of the buyer.

**References**


