

The complaint

Mr J complains about the decline of his public liability claim, made under his pet insurance policy with the Equine and Livestock Insurance Company limited trading as the Insurance Emporium ('ELIC').

What happened

Mr J had a 'lifetime' pet insurance policy with ELIC. The policy also had a public liability section of cover. In July 2024, Mr J's dog ('the dog') was involved in an incident with a third-party. It was alleged that the dog bit the third party on the lip. The third party made a claim ('the claim') for damages against Mr J.

Mr J notified ELIC who declined to offer indemnity for the claim as they said the dog had previously shown aggressive or vicious tendencies. They referred specifically to a vet's note from 2021 which stated that the dog had tried to bite a vet during an appointment. They also referred to later notes suggesting Mr J chose to muzzle the dog during subsequent visits.

Mr J made a claim against his home insurance with a different insurer. They settled the claim, but Mr J complained as he felt ELIC had acted unfairly when declining the claim made under this pet insurance policy. He also argued that the claim decline had adversely affected his home insurance premiums with that other insurer. ELIC didn't uphold the complaint and Mr J referred it to our Service for an independent review.

Our Investigator considered the complaint and recently recommended that it be upheld. Mr J accepted, but as ELIC didn't, the complaint has been referred to me for a final decision.

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.

Our Service is an alternative, informal dispute resolution service. Although I may not address every point raised as part of this complaint - I have considered them. This isn't intended as a discourtesy to either party – it simply reflects the informal nature of our Service.

The scope of my decision

It's not the role of our Service to determine whether the dog bit the third party, or to diagnose any vicious tendencies or behavioural issues with the dog. Instead, it's our role to decide whether, on balance, ELIC fairly investigated and considered this claim before fairly declining it in line with the policy terms.

My key findings

I find that ELIC have unfairly declined this claim. I'll explain why below.

ELIC have referred to the following policy exclusions to deny indemnity for the claim:

"Any dog that is known to have vicious tendencies or behavioural problems unless we have been told about this and accepted it in writing" And;

"Any claim where your dog has previously displayed aggressive behaviours towards other animals, bitten or attempted to bite other animals or humans"

It's now not in dispute that the dog did (in 2021) try to bite a member of staff at the vets. I say this because it's recorded in the clinical history that ELIC have relied on. What is in dispute is whether Mr J had any knowledge of this incident.

In their recent response, ELIC have said:

"There is no factual dispute that Mela attempted to bite the vet in August 2021 or that [Mr J] was aware of her behaviour for else why would he continue to muzzle her?"

ELIC say that the clinical history shows that the dog began wearing a muzzle in visits to the vet *after* the 2021 incident. They question why this would be the case if Mr J had been unaware of the incident. Mr J on the other hand, says he *wasn't* aware of the attempted biting incident until making this claim and at the time of that visit, COVID-19 restrictions still in place meant he wasn't physically present in the surgery when the incident occurred.

I've considered what relevant guidance was in place in August 2021 – at a time during the COVID-19 pandemic when many restrictions remained. This can be found here: <https://www.bva.co.uk/media/4054/bva-guidance-for-veterinary-practices-on-working-safely-during-covid-19-march-2021.pdf> Therefore, I find it plausible that Mr J did handover the dog in the car park and had limited face to face contact with the examining vet in August 2021. I have also thought about why a vet wouldn't share seemingly important information such as an attempted bite with Mr J – but we simply can't know the answer, as they no longer work at that surgery. Information available online confirms this.

I've then considered why Mr J would openly question not being told (about the attempted bite) in his letter to the vets dated 3 October 2024 if he did already know:

"I was never told by the consultant on 26th August 2021 that [the dog] went for their face, can you explain why?"

In the past 18 months, [the dog] has not worn a mussel in the vets, as much as she is scared, her behaviour is very good."

On balance, I'm satisfied that the evidence supports Mr J *wasn't* made aware of the attempted biting incident in 2021. I'll return to this point later in the decision.

Although I'm satisfied that, on balance, Mr J wasn't made aware of the 2021 incident, for completeness I've considered the weight ELIC have placed on the dog wearing a muzzle in many subsequent visits to the vet after 2021. I'm persuaded by the explanation provided by the vets in their statement:

"[The dog] often would wear a nuzzle at the vets for visits in the past. This is something that happens commonly across many of our patients who find the vets an overstimulating environment, and is often more of a precaution rather than something only used in animals with known aggressive tendencies. We often ask owners to muzzle dogs who may react suddenly to vaccines being given, or for blood sampling even when typically not aggressive in their nature, because the procedure involves a sharp needle which some animals respond to unpredictably."

Subsequent clinical notes do refer to the nervous nature of the dog, but they don't support that the dog had an aggressive nature.

It's also important to note that Mr J got the dog in July 2021 and the attempted vet biting incident is said to have occurred in August 2021 - around a month later. It stands to reason that as Mr J got to know the dog better and became more familiar with her nervous nature, he might take precautions such as applying a muzzle during later visits. The evidence also shows that, over time, the dog has become more relaxed at the vets.

I've also considered the various supporting statements from Mr J's neighbours and friends that point to a non-aggressive dog. Whilst I think they help paint a picture, I've not placed much weight on them given they're informal, provided by people well known to Mr J and presented to support his case.

ELIC told Mr J:

"Furthermore, as the incident with [the third party claimant] was very similar to what happened with the vet, it cannot be argued that [the dog] does not have a history of this sort of behaviour. Considering that [the dog] has a history of behaving both aggressively and unpredictably, you should have taken better precautions to prevent an incident from occurring; for example, you should have ensured that she was wearing a muzzle or on a lead when in a populated space."

Returning to the policy terms ELIC have relied on, in the very specific circumstances of this complaint, I find that they've unfairly declined this claim for the dog having vicious tendencies – as Mr J wasn't previously made aware of the attempted biting incident at the vets. Given the other evidence on file and his apparent lack of awareness of the 2021 incident, it's unfair and unreasonable to suggest that he ought to have taken precautions in 2024 – such as using a muzzle on the dog whilst in the company of others. The clinical notes don't support that this incident was reasonably foreseeable.

I've also considered the 'behavioural problems' exclusion referenced and although I acknowledge this was a nervous dog, given Mr J wasn't made aware of the 2021 biting incident and there's no record of any other attempted bites or similar behaviour prior to 2024 – ELIC can't fairly rely on this exclusion to decline the claim. They haven't demonstrated that there is a link between the dog being nervous and that manifesting as aggressive or destructive behaviour - such as biting, scratching etc.

The impact of the declined claim

I've then considered what ought to have happened if things had happened as they should have when this claim was made.

As Mr J has been indemnified via a separate policy (public liability cover under his home insurance) I won't be directing ELIC to further indemnify Mr J through reconsidering the claim. I also *won't* be making any direction regarding ELIC resolving the other insurer's claim outlay. In the specifics of this complaint, that would be a matter the courts would be best placed to deliberate on.

Mr J has argued that his home insurance premiums rose because of the claim. However, regardless of which policy he claimed against, it's more likely than not a successful claim will have impacted the premiums charged at renewal. For example, ELIC have explained that if a claim were to be recorded against this policy, Mr J would lose out on a 20% discount that's currently applied.

However, this claim was unfairly declined by ELIC and this has caused Mr J avoidable distress, annoyance and inconvenience. ELIC will need to recognise this by paying him £250.

Other points raised

ELIC have told our Service:

“So whilst we would not consider costs of treatment or the sum insured if the behaviour of the pet has caused the incident, we would still consider or assess claims where the pet had sustained an injury/trauma not caused by its aggression or where the pet had an illness, disease or condition, under a Lifetime cover basis if [Mr J] remains on cover with us.”

I consider this fair, but I’ve not considered the price Mr J has been charged by ELIC at renewal as renewal occurred after the complaint referral to our Service.

Recently ELIC told us:

“When a specific event, such as an attempted bite, occurs, the onus is on the customer to disclose it so the insurer can appropriately assess the risk. [Mr J] failed to do so, thereby increasing the insurer’s exposure, and under the terms of the policy, indemnity should not follow.”

But when declining this claim (as per the complaint referred to our Service) ELIC have not previously relied on CIDRA or alleged a misrepresentation by Mr J. My decision focuses only on the declined claim reasons, as previously set out and I’ve not considered what questions Mr J was asked about the dog’s history. In any case, I’ve already found that Mr J wasn’t reasonably aware of the 2021 incident.

Putting things right

The Equine and Livestock Insurance Company limited trading as The Insurance Emporium (‘ELIC’) need to pay Mr J a total of £250 compensation to recognise the impact of their actions when declining his claim.

My final decision

My final decision is that I partially uphold this complaint.

Subject to Mr J accepting my decision before the deadline of 5 August 2025, I require the Equine and Livestock Insurance Company limited trading as The Insurance Emporium to follow my direction as set out under the heading *‘Putting things right’*.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr J to accept or reject my decision before 5 August 2025.

Daniel O’Shea
Ombudsman