

The complaint

Mr D is unhappy with what the Equine and Livestock Insurance Company Limited (ELIC) did after he made a claim on his pet insurance policy.

What happened

Mr D has pet insurance through ELIC covering his dog (B). In February 2025 he contacted ELIC seeking assistance from his policy as B had bitten a third party at a party and solicitors were seeking to bring a claim for personal injury against him.

After obtaining further information ELIC said it wouldn't be providing cover. It said the public liability section of the policy didn't provide cover where a pet had previously displayed aggressive behaviours towards other animals or bitten or attempted to bite other animals or humans. It thought that applied here as B had a history of aggressive reactive behaviour towards animals and humans. And it said as Mr D was aware of that he should have taken further and better precautions when taking B to an unfamiliar environment with people he was unfamiliar with. It also said it would add an exclusion to the policy for any and all claims arising from or in association with dog biting or being aggressive.

Our investigator said the policy didn't define 'aggressive'. And having reviewed B's history she didn't think that would fairly apply to his behaviour. Nor did she think Mr D was in breach of a policy term requiring him to take reasonable precautions to prevent claims under the policy. B had been kept on a harness while at the party and had reacted to a third party who encroached on his space. ELIC hadn't shown there had been a misrepresentation by Mr D so it wasn't entitled to add a retrospective exclusion to the policy either. She said ELIC should liaise with Mr D's home insurer about cover (he'd had made a separate claim to them). It should remove the exclusion. And it should pay Mr D £250 to recognise the distress and inconvenience it caused him.

ELIC didn't agree. It said the veterinary records showed B had become more aggressive since he was castrated in September 2024. And it was clear Mr D hadn't been properly supervising B prior to the incident occurring as he wasn't aware of a prior issue with other party attendees. It thought aggression could be demonstrated in a number of ways and as B had been shown to have 'fear aggression' and reactivity to people and animals that did apply in his case. B also had behavioural problems (and been seen by a behaviourist for these) and the policy excluded claims where that was the case. It thought the claim had been correctly declined.

So I need to reach 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.

The relevant rules and industry guidelines say ELIC has a responsibility to handle claims promptly and fairly. It shouldn't reject a claim unreasonably.

Mr D's policy includes public liability which covers "*amounts you become legally liable to pay, and/or costs and expenses incurred with our written consent defending claims made against you due to an incident involving your dog – taken together, up to the amount shown in your policy schedule (including criminal proceedings)*".

The onus is on a policyholder to show, on the balance of probabilities, an insured event caused the damage or loss they're claiming for. Where they've done that and an insurer wants to rely on an exclusion or breach of condition to decline the claim the onus is on them to show, on balance, that applies. In this case I don't think it's in dispute an insured event covered by the policy has taken place. The question is whether that's then impacted by an exclusion or condition of the policy.

The liability section of the policy excludes "*any claim where your dog has previously displayed aggressive behaviours towards other animals, bitten or attempted to bite other animals or humans*". It also excludes "*any dog that is known to have vicious tendencies or behavioural problems unless we have been told about this and have accepted it in writing*".

ELIC has highlighted both exclusions as reasons for declining the claim Mr D made. I've considered whether it's acted correctly and fairly in doing so. There's no suggestion B had attempted to bite any animal or human prior to the incident giving rise to this claim. So that part of the first exclusion wouldn't apply. However, the vet's notes say he was "*reactive*" towards people and animals. I understand he sometimes growled at larger dogs while on his lead and had barked at a group of people in Halloween costumes (before returning to Mr D). It appears those incidents followed B's castration in September 2024. It also appears that prior to the incident at the party B growled when approached by another guest.

I don't consider a dog growling is necessarily a sign of aggression. That could be the case but there could be other causes. For example, the animal might be trying to communicate a warning, in pain or scared. Looking at the circumstances here it seems plausible B growled or barked because he was either protecting his personal space or was scared of larger dogs and people in unfamiliar dress. I don't think ELIC has shown it was most likely B growling or barking represented a display of aggressive behaviour.

Nor is there any evidence of B of showing vicious tendencies as referenced in the second exclusion. However, that does also exclude cover where a dog is known to have behavioural problems. And in this case following the incident where B barked at the Halloween group and didn't immediately return when called Mr D took him to a behavioural trainer. But I don't think that in itself entitles ELIC to apply the policy exclusion. The fact behaviour is capable of improvement doesn't mean a dog has 'behavioural problems'.

I've thought about the reasons why Mr D took B to the trainer. He says that was to improve his recall (when called) and sociability around larger dogs. He's also said prior to the Halloween incident B's recall had been good and his growling at larger dogs was only occasional. The report from the trainer doesn't identify any aggressive or behavioural issues impacting B (and shows him socialising with a larger dog). Their advice focusses on actions Mr D should take to improve communication with B. I don't think the evidence shows B had a behavioural problem which entitles ELIC to rely on the policy exclusion for that.

ELIC has also highlighted a general policy condition which says a policyholder must "*take all reasonable precautions to prevent accidents, injury, illness, loss, and damage and to minimise any claims under this policy*". It doesn't think Mr D did so because he wasn't aware of the previous incident where B growled at another party attendee. It says that shows he wasn't supervising B properly throughout the night and had he been aware of the first incident he may have been able to prevent the second from occurring.

However, even if Mr D had been aware of the first incident ELIC hasn't explained what more it would have expected him to do to prevent the second. And it hasn't disputed that at the time that took place B was sitting on Mrs D's knee wearing a harness which she was holding. B then reacted when a partygoer unexpectedly leant over and tried to kiss him on his nose. In my view the question of whether B was being properly supervised earlier in the evening isn't relevant because that was the case at the point the incident giving rise to this claim took place. I don't agree Mr D was in breach of this condition of his policy.

So for the reasons I've explained I'm not satisfied ELIC has fairly turned down the claim Mr D made. I'm also not satisfied it was able to add a retrospective exclusion to the policy. To fairly apply a retrospective exclusion in line with the relevant law ELIC would need to show Mr D had made a misrepresentation when he bought the policy and the exclusion would have been added to the policy at the start but for that misrepresentation. That's not the case here.

Putting things right

I understand Mr D made a claim on his home insurance policy and it has covered the costs associated with the legal claim against him. ELIC will need to confirm with the home insurer that is the case and if there are outstanding costs it will need to consider those against the remaining terms and conditions of this policy. I haven't seen evidence of a further loss to Mr D in relation to this issue.

But I do accept having his claim wrongly turned down and then having to make a claim on his home insurance will have been distressing and will have put him to unnecessary time and trouble. I agree ELIC should pay him £250 in recognition of the impact of that on him. It will also need to remove the retrospective exclusion it applied to his policy. I understand Mr D won't be continuing his cover with ELIC so I haven't considered whether it's able to apply that exclusion at renewal.

My final decision

I've decided to uphold this complaint. The Equine and Livestock Insurance Company Limited will need to put things right by doing what I've said in this decision. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 24 March 2026.

James Park
Ombudsman