

The complaint

Ms O complains EQUINE AND LIVESTOCK INSURANCE COMPANY LIMITED (THE) trading as The Insurance Emporium ["TIE"] has unfairly declined a claim she's made on her pet insurance for treatment of her dog.

What happened

I issued a provisional decision on this complaint on 7 November 2025 an extract of which is below.

"The background to this complaint is well known to the parties, so I've only provided a brief summary here.

- *Ms O owns a dog – which I'll refer to as "M" – insured under an Accident Only pet insurance policy underwritten by TIE.*
- *Ms O says M experienced a bad fall while climbing steps, landing heavily on her chin in the process. The next morning M had problems walking and attended a vet surgery for assessment. This led to a referral to a small animal hospital for an MRI scan which revealed problems with the discs in M's spine.*
- *M received treatment for intervertebral disc extrusion (IVDE). Ms O made a claim to cover the cost. TIE declined the claim as it said that IVDE is a degenerative disease not a traumatic injury and so it was excluded under the policy terms.*
- *Ms O complained to TIE but it maintained its position. It said its expert's medical report stated IVDE is a degenerative condition and while trauma might exacerbate the condition, IVDE isn't an inherently traumatic disease. It said the fall exacerbated the condition but the expert attributed the herniation to underlying degenerative changes not solely to the fall itself. Unhappy with this, Ms O raised a complaint with this Service.*
- *Our Investigator considered the evidence and concluded the fall and traumatic event was the primary cause of the claim on the policy and that the claim wouldn't have arisen were it not for the fall. He said TIE should settle the claim in line with the policy conditions and pay 8% on top together with £200 for the distress and inconvenience TIE caused Ms O. TIE made further comments but these didn't change the Investigator's mind.*
- *Ms O accepted the recommendations but TIE didn't and asked an Ombudsman to reach a decision.*

What I've provisionally 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.

In considering this complaint, I've taken account of relevant law, regulations, regulators' rules and guidance and standards, relevant codes of practice and what I consider to be good industry practice. The relevant industry rules and guidance say insurers must deal with claims promptly and fairly, support a policyholder to make a claim, and not unreasonably reject a claim. They should settle claims promptly once settlement terms are agreed.

When making a claim under an insurance policy, the onus is on the policyholder to prove they have a valid claim. If they do, the insurer should cover the claim unless it can prove that a policy condition or exclusion applies.

The policy at the heart of this complaint is an accident only policy, providing benefit of up to £3,000 per injury to cover the cost of treatment following an injury caused by an accident. Within the policy wording is an exclusion which states there's no cover for:

"Costs arising from an Illness or any Treatment thereof".

"Illness" is defined within the policy as:

"Physical disease, sickness, infection or failure which is not caused by an injury".

This is the exclusion TIE has relied on to decline the claim. So, the key thing for me to consider here is whether TIE has shown the exclusion applies.

The medical evidence

The vet's notes from the visit in January 2025 detail a primary diagnosis of "differential herniated disc" but noted an MRI would be needed for a more definitive diagnosis.

M was then taken for an MRI at a small animal hospital and the treating vet diagnosed "L1-L2 acute-on-chronic intervertebral disc extrusion (IVDE)". The hospital subsequently explained "acute-on-chronic" meant a long-term illness that suddenly worsened. From this, it seems to me there was an underlying long-term illness present at the point of the trauma.

TIE got in contact with the treating hospital and requested clarification about whether they believed the trauma was the cause of M's clinical signs and IVDE. In response, the treating neurologist said:

"IVDE is a degenerative disease, not traumatic. The reasoning for diagnosing IVDE is the MRI findings, and while trauma may exacerbate this condition it is not inherently a traumatic disease."

A degenerative disease is one that's characterised by progressive deterioration rather than as a result of specific trauma. So, from the neurologist's statement, again, it seems to me there was evidence of the presence of a long-term illness, possibly exacerbated by the trauma.

Ms O details in her complaint form she asked her vet to mention about M's accident and she says he apologised for not doing so as he was unaware Ms O's insurance was only for accidents.

When TIE got in contact with him to seek clarification after Ms O appealed the claim decline the vet said:

"While M was diagnosed with an intervertebral disc extrusion, the sudden deterioration and onset of clinical signs was considered secondary to her fall. From that perspective, there was involvement of trauma, even though there was already likely degeneration of the

intervertebral disc. Based on this information, the owner agreed to investigations as there was an inciting/exacerbating trauma incident”

I do acknowledge here that the vet thought the sudden deterioration was considered secondary to the fall and there was involvement of trauma. But even allowing for this, Ms O’s own vet thinks it was likely there was already degeneration of the intervertebral disc at the time of the trauma. So, it seems to me he’s in agreement with the other medical opinions that there was likely already a long-term illness present at the time of the trauma.

So, I’m satisfied there’s a common theme throughout the evidence and medical opinions, and that that M was experiencing a long-term illness – which, from my own experience and research, is common in dogs of its breed – at the time the trauma occurred. So, I don’t think I can reasonably conclude the trauma was the sole cause of M’s problems.

Having thought about this all very carefully, I think TIE has done enough to show the exclusion relating to costs incurred as a result of an illness does apply. I know this will be disappointing for Ms O but I can’t fairly direct TIE to pay the claim for the reasons I’ve explained here.”

TIE didn’t provide any additional comments. Ms O did respond, saying, in summary:

- Her vet hadn’t provided 100% certainty that M’s condition was present before her fall, only that it was likely.
- The policy didn’t say costs wouldn’t be met if there was an unknown condition which may have exacerbated M’s ataxia
- TIE misinterpreted the vet’s second report.

Additionally, Ms O provided further comments from M’s vet:

- The MRI did show degeneration of all of M’s intervertebral discs but extrusion of a disc may happen spontaneously or secondary to trauma.
- He couldn’t speculate on whether the fall was the cause of the extrusion but that it was possible and couldn’t be ruled out.
- There were no tests to determine why the disc extruded.

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.

I’ve thought carefully about Ms O’s additional submissions but they haven’t persuaded me to change the outcome I reached in my provisional decision. I’ll explain why.

For the purposes of the decision I need to make here, it’s not necessary for something to be certain. It’s enough for me to be persuaded something is more likely than not. For the reasons I’ve explained above, I’m persuaded it’s more likely than not that there was the presence of IVDE at the time of the accident.

I accept the policy doesn't specifically explain costs won't be met if, at the time of an accident, there's an unknown or undiagnosed condition which may have exacerbated things. But I'm satisfied the exclusion is clear that costs relating to an illness won't be covered and as I've explained above I'm persuaded IVDE – a degenerative disease – was likely present at the time of the incident.

I've already explained my thoughts on the vet's overall comments and his view the sudden deterioration and onset of clinical signs was considered secondary to her fall and won't repeat what I've already said above.

The new comments from the vet confirm the MRI did show degeneration of all of the intervertebral discs and he adds he can't speculate on whether the fall was the cause of the extrusion. He says it's possible and can't be ruled out. From this though, I conclude there was the presence of a long-term condition at the time of the accident and this is consistent with the medical evidence detailed previously.

For the reasons I've explained here, I remain satisfied TIE declined the claim fairly and in line with the policy terms and exclusion. So, I won't be asking it to do anymore.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms O to accept or reject my decision before 24 December 2025.

Paul Phillips
Ombudsman