

## The complaint

Mr B has complained that Pinnacle Insurance Limited unreasonably refused to pay his legal costs in defending his wife from a police prosecution under the Dangerous Dogs Act, which included the return of his dog after it was seized by the police under his pet policy. This followed an allegation by another dog owner that his dog attacked their dog and bit this other dog owner

## What happened

Mr B policy with Pinnacle started in 2022. He had adopted his dog previously from a rescue centre in around 2020. In 2024 his wife took his dog out for the usual daily walk and came across another dog owner. Initially both dogs were off the lead and Mr B's dog went up to greet this other dog. It appears at same time the other dog owner was putting her dog on the lead but that left Mr B's dog unleashed. A fight broke out between the dogs. The other dog was bitten and the other dog owner said she was bitten also. It appears Mr B's dog was also bitten.

Following this, the other dog owner reported Mrs B to the police and their dog was seized. Mr B paid the vet costs for the other dog's injury which he claimed from Pinnacle and it refunded them less the excess.

Obviously Mr B then had to instruct legal representation and experts to defend his wife's criminal prosecution and indeed to get his dog back.

Pinnacle said it doesn't cover legal costs in relation to any police prosecution to include police fines. Mr B believes the policy doesn't say this and so he complained. Pinnacle did pay Mr B £50 compensation for the lack of clarity it provided over the matter. But otherwise as Pinnacle wouldn't change its stance, Mr B brought his complaint to us. The investigator was of the view that Pinnacle didn't do anything wrong. Mr B doesn't agree so his complaint has been passed to me to decide.

## 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 can only imagine how dreadfully distressing and upsetting this matter has been for Mr and Mrs B and their dog.

However I don't consider Pinnacle's interpretation of its policy terms is wrong so I'm not upholding this complaint. I do understand how disappointed Mr B will be, so I'll explain why, as clearly as I can.

Pet policies in general provide indemnity for dogs if the dog injures another dog or person (so 'the third party' as mentioned in the policy) or kills them or causes damage to any property not owned by the policyholder. So the cause of the claim originates in the policyholder's dog negligently *causing* the injury or damage. So first the dog or owner in

controlling the dog must be *at fault* for it and then the injury or damage *which flows* from the dog's 'negligent' action *to that other person or their property* is what is covered under any 'Third Party Liability'. Consequently, the indemnity provided by the policy is based on the civil tort of negligence which is a civil wrong where the injured party is seeking 'damages' from the negligent person for causing them the injury and loss.

On this basis I consider it was right that Pinnacle refunded the other dog owner's vet fees which Mr B paid. Although I can see there was some issue that Mr B didn't tell Pinnacle before he paid the vet fees, which Pinnacle has now waived. I'll deal with this aspect further below.

The liability of the dog owner under the Dangerous Dogs Act is different. Here the police are deciding to initiate the prosecution themselves, presumably on the complaint made by this other dog owner. Basically if a dog is deemed to be dangerously out of control, the owner or the person in charge of the dog at the time, can be charged with a criminal offence, which can carry a fine or a prison sentence. So this is to punish wrongdoing from a societal point of view, not to provide any resolution to the injured 'third party'. Consequently the legal fees Mr B incurred in defending this charge against Mrs B and the seizure of their dog was initiated by the police and for the benefit of society rather than for the direct benefit and recouping of the losses sustained by the other dog owner and their dog (namely the third party here) given the circumstances of this incident.

Such a police prosecution isn't any of part of the 'Third Party Liability' provision as detailed under Pinnacle's policy. It is a criminal prosecution against Mrs B instead.

This is fairly standard in insurance policies, as for example in motor cases, many motor insurers will provide no legal expenses cover and/or limit the cover provided to just anyone else involved in the accident instead of the damage to the policyholder's car, if they are drunk or drugged when driving, but will provide full comprehensive cover to include their car's damage if they weren't so drunk or drugged, regardless if the accident was still their fault. So they too will limit indemnity in the similar sorts of circumstances as Mr B has encountered here too.

Further Pinnacle is only obligated by the regulations to detail and explain the cover it is providing, it's not obligated to list absolutely everything that it doesn't cover.

The relevant clauses of that policy are as follows:

### ***'2.9 Third party liability***

#### ***What we will pay***

*If your dog causes an injury or death to anyone or damages anyone's property during the policy year and you are held legally responsible we will pay up to the maximum benefit for:*

- *any compensation and legal costs awarded by a court to the claiming party; and*
- *the legal costs of defending the claim against you.*

#### ***What you pay***

*The first £250 of any compensation or legal costs for property which has been damaged.*

...

### **We will not pay:**

*compensation or legal costs if the injured person, person who has died or owner of the damaged property:*

- *is you, your spouse...*
- *...*
- *any fines or penalties imposed on you from criminal proceedings including any amount a court requires you to pay to punish you or to try to stop the same circumstances that led to the incident happening again or because you have caused someone distress, embarrassment or humiliation;*

I consider the policy wording is clear enough, as first under the heading which clearly says, 'what we will pay' it defines what it will be which is instances where the policyholder being 'legally responsible' for causing the injury or death or causing property damage of someone else as in a 'third party'. And it says it covers any costs Mr B had to incur in defending such a claim from this 'third party' for the damage his dog did to that person or their property. It doesn't say any other types of legal proceedings would be likewise covered to include a prosecution under the Dangerous Dogs Act. The police in prosecuting Mrs B under the Dangerous Dog Act aren't such a 'third party' or indeed asking for damages from something Mr B's dog is alleged to have done. That essentially is the difference.

The policy simply doesn't provide cover for all legal fees in connection with Mr B's dog, so the cover provided in this policy and virtually every other pet policy for third party liability is not an *all-inclusive legal expenses insurance*, as Mr B appears to believe.

I can very much understand that Mr B is not a legal expert or indeed had never been involved in anything like this before. And that the entire incident was exceptionally distressing as I've seen all the positive character references both he and Mrs B received about them and indeed their dog. But the policy did require Mr B to inform Pinnacle about this altercation as soon as it happened which was 20 July 2024 whereas his claim form to Pinnacle was dated 1 March 2025. This is listed under the 'what you must do' section and again paraphrased in Pinnacle's final decision letter. The policy wording says the following:

#### ***'What you must do***

- ***You must tell us as soon as you are aware [my emphasis] of the injury, death or damage which is being claimed against you.***
- ***You must tell us about any other insurances you have (for example, house contents or liability insurance) which could cover the cost of the damage, injury or death caused by your dog. We will contact the other insurer(s) to agree which insurer will handle your third party liability claim and what our liability will be to pay any compensation, costs and fees. We will work this out by looking at the cover under each of your relevant policies.***
- ***Do not admit that your dog was at fault or offer to make payments to anyone unless you have already received written confirmation from us to do so [my emphasis].***
- ***Do not [my emphasis] give anybody information or help them claim against you unless you have received confirmation from us to do so.***
- ***Do not [my emphasis] answer letters from people who may claim against you, or who are acting for people who may claim against you. Send all information, documents and letters that you receive to us straight away.***

- *You must give us any help we ask for and follow any instructions we give you – this includes giving us all information and documents we need that are relevant to your claim, at your cost. We may choose to take over any complaint or legal action against you, in your name and at our cost.*
- ***There is no need to find your own legal help [my emphasis] Once we have reviewed the claim we will arrange for legal representation, if it is needed.***
- *Following a claim under this section or an incident involving your dog which relates to this section, we may take the decision not to continue to cover your dog under this section when you next renew your policy. If we take this decision we will advise you in writing and change your premium to remove this part of your cover.'*

All this is fairly standard in pet policies because where any insurer is going to be possibly responsible for any third party liability, it must be able to manage those legal costs from outset since of course it's potentially its own money it's spending also. Any other type of legal expenses insurance will always require the insurer to be notified from the outset, not when the legal proceedings are concluded or otherwise those legal costs won't be covered.

And it's clear from the correspondence that I have seen that Mr B didn't get in touch earlier. This is because Mr B was asked on 7 May 2025 *'why wasn't the matter reported to us prior to reaching Court as this may well have prejudiced our position?'* And Mr B responded later that same day saying, *'we didn't report the matter sooner as we had no idea what the cost would be until we went to court'*. However there was no requirement by the policy for Mr B to know what his legal costs would end up being though first, before claiming.

So I consider had Mr P talked to Pinnacle at the time the incident occurred in July 2024 then it might have had the opportunity to explain it would only cover the other dog owner's vet bill or any claim she made for compensation, but that it wouldn't be able to help with the legal fees in defending Mrs B and their dog from the prosecution under the Dangerous Dogs Act.

I am not aware of any advice Mr B's legal team might have given him at the time either and obviously that has nothing to do with Pinnacle since it wasn't at all involved in providing or indeed underwriting the costs of that legal advice. However there would never be an instance where any insurer would just refund legal costs that its policyholder incurred without that insurer assessing the possible likelihood of success and/or what experts were charging for their reports and/or what the legal representatives were charging too before deciding to accrue those costs. No legal expenses insurance can work on that type of straight refund basis and all of them require the ability for the insurer to take over the legal proceedings as Pinnacle said above, which most of them will invariably do.

This decision is only against the underwriter here who is Pinnacle. It also would not have sold this policy to Mr B back in 2022. And I haven't seen any documents given to Mr B at the time he bought the policy, so anything in relation to that is not covered in this decision. So if Mr B has issue with what he might have told about the extent of the legal cover provided at the time he bought the policy, he may be able to raise a further complaint there. However I do consider this policy is clear enough on detailing what legal costs it provides cover for and in what circumstances, which doesn't include the legal costs accrued in defending a police prosecution under the Dangerous Dogs Act as none of that encompasses what could be called 'third party' liability issues.

In conclusion, I consider that Pinnacle hasn't done anything wrong here. I agree it's clear that Mr B was passed back and forth between Pinnacle and the policy administrator. I agree consequently that it's right Pinnacle apologised for this and paid Mr B £50 compensation

which is also in line with our approach to compensation as more fully detailed on our website so I consider this reasonable.

### **My final decision**

So, whilst I do appreciate Mr B will be disappointed with my decision, for these reasons, it's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 9 April 2026.

Rona Doyle  
**Ombudsman**