

## The complaint

Mr C has complained that Stonebridge International Insurance Ltd declined to meet a claim he made under his personal accident plan.

## What happened

The background to this matter is well known to the parties. In summary Mr C claimed under his personal accident plan following a fall when he broke his fibula. Stonebridge declined the claim as it said that the definition of accident wasn't met.

Mr C brought his complaint here but our investigator didn't recommend that it was upheld. He didn't find that Mr C had had an accident as defined by his policy. Mr C's partner appealed on his behalf. For simplicity though I will just refer to representations as being made by Mr C.

## 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 summarised the background to this complaint and focused on what I find are the key issues here. Our rules allow me to take this approach. It simply reflects the informal nature of our service as a free alternative to the courts. I recognise that Mr C will be disappointed by my decision, but for the following reasons I agree with the conclusion reached by our investigator:

- The relevant regulator's rules say that insurers mustn't turn down claims unreasonably. So I've considered, amongst other things, the law, the terms of the insurance contract and the available medical evidence, to decide whether I think Stonebridge handled Mr C's claim fairly.
- Mr C's policy states: *The insurance will pay you the benefits shown on the table of benefits if an insured person suffers accidental death or one of the specified fractures, burns or dislocations listed as a result of an accident.*

The table of benefits identifies how much an insured person is covered for under each section. A lower leg fracture provides a benefit payment of £4200.

The policy defines Accident and accidental as – *a sudden identifiable violent external event that happens by chance and which could not be expected, or unavoidable exposure to severe weather.*

There is no dispute that Mr C suffered an injury, the issue here is whether this was the result of an accident.

- The independent contemporaneous medical evidence is from the ambulance service who were called out in December 2022. The entry in the log states: *Injury - fall 2*

*nights ago, injury to ankle and knee, unable to walk. Lower leg pain since fall. And: Mr C fell over when ankle gave way two days ago, now finding it difficult to walk, lower leg is swollen and painful.* This was corroborated by the follow up report sent a week later from the orthopaedic unit at the hospital: *Wednesday, you got up in the middle of the night going to the toilet and you fell down and twisted your knee and your ankle underneath.* Stonebridge declined Mr C's claim on the basis of these reports as the evidence didn't show that the injury was caused by an accident as defined by the policy terms. I find that was reasonable.

- In July 2023 following the decline of his claim Mr C went to his GP and reported that the ambulance crew's report was incorrect and that he had actually tripped on the edge of the bed. Mr C also said in response to the investigator's view that neither he nor his partner saw the report compiled by the ambulance crew – they just wanted to get to the hospital for an x-ray. I find this credible – Mr C was in pain, and it is understandable that he didn't ask to see the notes recorded at the time. However, that doesn't lead me to conclude that the report was incorrect. I find that more likely than not the notes compiled at the time did accurately reflect what the crew had been told.
- So having considered all the evidence I'm not persuaded it was unfair for Stonebridge to give more weight to the contemporaneous evidence. They found it was more likely that Mr C's leg gave way, leading to the injury. This in turn meant that the policy definition for accident wasn't satisfied, as Mr C's leg giving way wasn't a sudden violent external event. I've thought very carefully about this but although sudden, and arguably violent, I'm not persuaded that Mr C's injury was caused by an external event. I'm very sorry my decision doesn't bring Mr C more welcome news but on the evidence before me I don't find that Stonebridge treated Mr C unfairly or unreasonably by declining his claim.

### **My final decision**

For the reasons given above I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 3 April 2024.

Lindsey Woloski  
**Ombudsman**