

## **The complaint**

Mr D is unhappy with the way in which MetLife Europe d.a.c. handled a claim made on his personal accident insurance policy.

## **What happened**

I issued my provisional decision in June 2024 explaining why I was intending to partially uphold this complaint. I said:

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MetLife has an obligation to handle claims fairly and promptly. And it mustn't unreasonably decline a claim.

For a claim to be successful under the policy, it's not enough for Mr D to show that he has sustained certain injuries, lives with and is being treated for certain medical conditions or that he is disabled and in receipt of disability-related welfare benefit.

For a claim to be successful, the terms of the policy need to be reasonably established. The policy terms list a number of 'accidental permanent injuries' that MetLife will pay a lump sum benefit for if they're a result of an accident within 12 months from the date of such an accident.

The policy will also pay a benefit amount if the insured person sustains a bodily injury caused by an accident, which solely and independently of any other cause results in either a major broken bone or minor broken bone.

"Accident / Accidental" is defined by the policy terms as: "a sudden identifiable event operating by violent external and visible means, which happens by chance, and which could not be expected".

MetLife has already paid Mr D the following amounts under the policy terms in respect of the accident which occurred in November 2022:

- Hospitalisation benefit – £1,000
- Broken toe – £300

These were the first two claims Mr D listed on his claim form.

I think this is in line with the amounts detailed in Mr D's insurance schedule. And by paying these benefits I think MetLife has acted fairly and reasonably in the circumstances of this case.

There were other medical conditions Mr D sought to claim for in his claim form. He asked MetLife to "tell me if I am entitled to something if they are attributable" to the accident.

MetLife has more recently confirmed that the other medical conditions claimed for aren't

eligible for any specific lump sum benefit under the policy.

It's said:

While we recognise that the items 3 to 7 listed on your claim form are symptoms / diagnoses that relate to your back condition, as you can see from the list of accidental permanent injuries covered by the policy...the policy simply does not include any specific benefits for the medical issues you have encountered. We can consider claims for hospitalisations related to these issues, but there is no other benefit they can be considered under.

Having considered the insurance schedule in light of the medical evidence and the other medical conditions listed by Mr D on his claim form, I think MetLife has acted fairly and reasonably by concluding this.

Looking at the medical evidence, I'm also satisfied that MetLife has fairly and reasonably concluded that the other medical conditions being claimed for weren't caused by the accident.

Mr D's medical records reflect that he had a history of lower back pain and had been diagnosed with various underlying back conditions. Further, the medical records from shortly after the accident don't make any specific reference to the back pain (or other medical conditions) being a result of the accident which took place in November 2022.

Mr D also says that he experienced pain in his neck after undergoing an operation. MetLife has concluded:

Any known risks from the spinal surgery, such as the chances of metalwork impinging on your nerves, are also not something we can consider as an accidental injury. A known risk like this therefore was a possibility of undergoing spinal surgery, and therefore cannot be considered unexpected.

Having considered the policy definition of accident/accidental, I'm satisfied in the circumstances of this complaint that surgery isn't a sudden identifiable event operating by violent external and visible means, which happens by chance, and which couldn't be expected. So, I don't think MetLife has acted unfairly by relying on this as a further reason to decline some of the claims.

The handling of the claims

Having looked at the time taken to approve the hospitalisation and broken toe claims, I think MetLife acted fairly and reasonably by seeking to obtain medical evidence in support of his hospitalisation and broken toe claims.

Although it took around three to four months to pay both claims (and MetLife initially declined the broken toe claim, I think fairly due to a lack of medical evidence around the cause and timing of the broken toe at the time), I'm satisfied it was fair of MetLife to want to check the number of days Mr D had been admitted to hospital and the cause of the broken toe (and whether it was a result of an accident during the lifetime of the policy). Overall, I think it has handled those claims reasonably promptly.

Our investigator concluded that MetLife should've reasonably done more to let Mr D know around the time of accepting the hospitalisation and broken toe claims that the other medical conditions he included on his claim form weren't covered under the terms of the policy and why. It's now apologised to Mr D and agreed to pay him £100 compensation as

recommended by the investigator. MetLife has also provided further clarity in writing as to why there's no other benefit payable for the other medical conditions, he's listed on his claim form.

By not providing this clarity sooner (as MetLife now agrees it should've), I'm satisfied this caused Mr D unnecessary confusion and inconvenience by having to chase this point up. I'm satisfied that £100 compensation fairly reflects the impact this error had on him.

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I invited both parties to provide any further information in response to my provisional decision.

MetLife replied saying they had no further points to add. Mr D also replied. In summary he said so far everything is clear and reasonable, but he continues to have bladder issues. He says he's experienced the loss of a major organ (his bladder), and this occurred after the accident in November 2022. Mr D has explained that he has a catheter. He also raised points about the surgery on his neck and the impact of metal work on his nerves.

Our investigator put these further points to MetLife for comment. It said:

Even if we disregarded our existing view on the underlying causes, and accepted that the health issues he associated to his bladder were solely caused by an accidental injury, he still has his bladder. As such, it could not be considered for any cover under this benefit...

So, I need to make a 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.

That includes all points raised by Mr D and documents he's provided

I know he'll be very disappointed, but Mr D's further points haven't changed my mind.

The policy terms define a loss of a major organ as: "the total and permanent removal of a kidney, spleen, lung, pancreas, urinary bladder or stomach". Permanent is further defined as: "expected to last throughout the insured person's life".

Even if Mr D's bladder issues were caused by the accident, I don't think MetLife has unfairly concluded that there's no cover for this under the policy as there's no persuasive medical evidence that his bladder has been totally and permanently removed as per the policy definition.

I'm also remain satisfied that Mr D's neck pain isn't covered in this case. As the surgery Mr D had wasn't a sudden identifiable event operating by violent external and visible means, which happened by chance, and which couldn't be expected.

So, for the reasons set out in my provisional decision (an extract of which is set out above and forms part of this final decision), I'm satisfied that MetLife has fairly and reasonably concluded that the other medical conditions being claimed for weren't caused by the accident.

I also remain satisfied that MetLife should pay Mr D £100 compensation which fairly reflects times when MetLife should've made clearer that the other medical conditions, he included on his claim form, weren't covered under the terms of the policy and why.

### **Putting things right**

If it hasn't already done so, I direct MetLife to pay Mr D £100 compensation for distress and inconvenience.

### **My final decision**

I partially uphold this complaint to the extent set out above and direct MetLife Europe d.a.c. to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 19 August 2024.

David Curtis-Johnson  
**Ombudsman**