

The complaint

Mrs A is unhappy that Ageas Insurance Limited have declined to cover a claim she made on a personal accident policy.

What happened

Mrs A has a personal accident policy. She claimed on her policy following an injury. Ageas declined the claim on the basis that there was no evidence of an external unforeseen and identifiable accident. They said Mrs A's symptoms were connected to ongoing issues relating to a 2014 accident.

Mrs A complained to Ageas but they maintained their decision was fair based on the medical evidence. So, Mrs A complained to the Financial Ombudsman Service.

Our investigator looked into what happened and upheld the complaint. He recommended Ageas should reassess the claim as he didn't think they had fairly assessed the claim, bearing in mind the available medical evidence. He also thought Ageas should pay £300 compensation and return any premiums that were charged after Mrs A's employment ended.

Ageas didn't agree. They said the clinical evidence supports that the injury has existed since 2014 and the expert evidence cannot rule out that the original incident and subsequent issues were all interlinked. They also said it would therefore fall outside the period of cover as it originated in 2014. So, the complaint was referred to me 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.

The relevant rules and industry guidelines say that Ageas have a responsibility to handle claims promptly and fairly. And they shouldn't reject a claim unreasonably.

The relevant policy terms and conditions

The policy covers a policyholder if:

During the period of insurance an insured person sustains bodily injury, resulting directly and independently of any other cause within two years in death, loss, disablement or confinement to hospital as described in the table of benefits.

Bodily injury is defined as:

Physical injury caused solely and directly by a sudden external unforeseen and identifiable accident, event or assault and shall include exposure to the elements.

There is no cover:

If the injury results from any existing defect or chronic or recurring disease disorder

or other condition whether diagnosed or not of which the insured or insured person was aware at the start date of this policy or has suffered in the 12 months immediately preceding the start date of this policy.

Has Ageas fairly declined the claim?

Based on the available evidence I'm not persuaded that Ageas has fairly assessed the claim. I say that because:

- I don't think Ageas has adequately demonstrated that the further injuries Mrs A sustained in 2020 and 2022 were as a result of an existing defect or chronic or recurring condition.
- I'm not satisfied that Ageas has presented persuasive evidence or medical commentary which supports the conclusions they reached. I've not been provided with adequate medical evidence, for example a review by an independent medical expert or a medical officer, which clearly explains why Ageas concluded that Mrs A's later symptoms were connected to the earlier incident.
- I'm not persuaded they've taken reasonable steps to establish to what extent, if any, Mrs A's symptoms in 2020 and 2022 were connected to the incident in 2014. I haven't found the evidence Ageas has presented to be clear or compelling. In reaching that conclusion I bear in mind that Mrs A has provided medical evidence and information which supports that there were separate later incidents and symptoms which, in my view, could reasonably be considered to be distinct from those she experienced in 2014.
- Furthermore, there's also no compelling evidence to suggest that Ageas considered whether a proportionate settlement may be appropriate in the circumstances of Mrs A's complaint. I think that would have been reasonable to consider, particularly given the history and the expert evidence provided by Mrs A's treating doctor that her symptoms developed a new pattern after 2020.
- It's also unclear under exactly what sections of cover Ageas considered when they assessed the claim. I note that the evidence indicates Mrs A spent time in rehabilitation and that there is cover available (in some circumstances) for permanent and total disability. I think it would also be reasonable for Ageas to consider whether Mrs A has a valid claim under the policy for any such benefits if they haven't done so already.

Did Mrs A receive good customer service?

Our investigator recommended Ageas pay Mrs A £300 compensation and refund her any premiums taken after her employment ended. Ageas didn't make any further representations on these points in response to the investigator's recommendation.

I think Ageas ought to pay compensation for distress and inconvenience. There were a number of customer service issues. Ageas caused confusion about when Mrs A had taken out the policy, who was responsible for the claim and also referred incorrectly to some important dates. There were also unexplained delays in Mrs A being sent the claim form and in medical evidence being requested. Taking all of the above into account I think £300 compensation is fair and reasonable to reflect the impact on Mrs A as I think it caused her additional frustration and distress at an already difficult time.

Furthermore, Mrs A says that Ageas continued to take premiums after her employment

ended. I think it's reasonable for Ageas to review the payments and refund any additional payments made that were made after the relevant date. That's in line with the policy terms which set out what happens where employment ends.

Putting things right

Ageas needs to reassess the claim in line with the remaining policy terms. That reassessment should clearly explain what sections of cover apply to the claim and should include whether any benefit is payable under the Permanent and Total Disability section of cover and the rehabilitation section of cover. To be clear I'm not suggesting that any such benefit will be due – but I'm not clear on whether these considerations formed part of Ageas' original assessment of the claim.

Ageas should also pay £300 compensation to Mrs A for the distress and inconvenience caused by the impact of poor customer service. They should also review whether Mrs A made any additional payments towards after her employment ended and refund them if any are identified.

My final decision

I'm upholding this complaint and direct Ageas Insurance Limited to put things right in the way I've outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 6 March 2025.

Anna Wilshaw
Ombudsman