

The complaint

Mr P has complained that MetLife Europe d.a.c. ('Metlife') has unfairly declined his claim.

What happened

Mr P has a personal accident policy, underwritten by MetLife.

He made a claim following an injury. But MetLife declined the claim as it said Mr P didn't meet the policy terms as a partial ligament tear wasn't covered.

Mr P disagreed and asked for an Ombudsman's decision.

And so the case has been passed to me.

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.

Having done so, I don't think this complaint should be upheld. I'll explain why.

The relevant rules and industry guidelines say an insurer should handle claims promptly and fairly. And shouldn't unreasonably reject a claim.

The policy covers tendon ruptures and ligament tears. It defines a ligament tear as: *"the complete tear of a ligament to the knee or ankle joint that is confirmed by radiological imaging."* The key facts document also confirms the policy covers complete ligament tears.

Ligament tear has a very clear and specific definition in the policy, as set out above.

Mr P has provided medical evidence which confirms he suffered from a partial tear and he says that this should be covered as the policy doesn't provide information about severity or grades of tear. As the policy only covers complete tears, I wouldn't expect it to contain information about different grades of tears.

I am sorry to disappoint Mr P but I don't think his claim is covered and so I can't fairly ask MetLife to pay his claim.

My final decision

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 16 April 2025.

Shamaila Hussain
Ombudsman

