

The complaint

Mr G has complained that MetLife Europe d.a.c. declined a claim he made on an accident and health insurance policy.

Mr G has been represented in making this complaint. However, for the purposes of this decision, I will just be referring to Mr G.

What happened

Mr G was in a car accident in November 2021 in which he broke his left femur and some ribs. In May 2022 he then fell down some stairs and broke a finger on his left hand.

Towards the end of 2022 he made a claim on the policy for total permanent disability (TPD). MetLife declined the claim on the basis that there was no clear clinical evidence to account for his level of debility or his inability to undertake the tasks set out in the definition of TPD.

Our investigator thought that MetLife had acted fairly in declining the claim, in line with the policy terms and conditions. Mr G disagrees with the investigator's opinion and so the complaint has been passed to me for 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.

I've carefully considered the obligations placed on MetLife by the Financial Conduct Authority (FCA). Its 'Insurance: Conduct of Business Sourcebook' (ICOBS) includes the requirement for MetLife to handle claims promptly and fairly, and to not unreasonably decline a claim.

The policy provides cover for TPD and states:

'We will pay the policy benefit shown in your policy schedule if an insured person suffers a total permanent disablement caused by an accident occurring within 24 months of the date of the accident. The amount of policy benefit payable will be reduced by any other policy benefit already paid in respect of that insured person for the accident that caused the total permanent disablement.'

The definition of TPD is:

'loss of the physical ability caused by bodily injury to do at least three of the six tasks listed below ever again. The relevant treating specialists must reasonably expect that the disability will last throughout life with no prospect of improvement.'

You must need the help or supervision of another person and be unable to perform the task on your own, even with the use of special equipment routinely available to help and having taken any appropriate prescribed medication.'

The tasks are:

- *Washing - the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means.*
- *Getting dressed and undressed - the ability to put on, take off, secure and unfasten all garments and, if needed, any braces, artificial limbs or other surgical appliances.*
- *Feeding yourself - the ability to feed yourself when food has been prepared and made available.*
- *Maintain personal hygiene - the ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise managing bowel and bladder function.*
- *Getting between rooms - the ability to get from room to room on a level floor.*
- *Getting in and out of bed - the ability to get out of bed into an upright chair or wheelchair and back again.*

For the above definition, disabilities for which the relevant specialists cannot give a clear prognosis are not covered.'

There's no doubt that Mr G has suffered injury as a result of his accidents that have impacted his mobility and daily life. An orthopaedic surgeon who reviewed his condition in August 2022 predicted that he would have some post-traumatic impairment to his left hip and hand. However, the question is whether his condition meets the definition of TPD as set out above.

Mr G's GP wrote a supportive letter in January 2023 stating that he was indeed unable to carry out at least three of the six relevant tasks and that the disability was expected to be permanent. Mr G therefore argues that he has provided the necessary evidence. However, the GP's letter relies on a level of self-reporting from Mr G. Also, there are slight discrepancies in the GP letter and the personal independent plan (PIP) assessment provided at the same time. Therefore, I consider it reasonable that MetLife asked Mr G to undertake further assessments.

Mr G undertook a functional capacity assessment (FCA) in March 2023. The assessor was unable to reach a firm conclusion on Mr G's ability to carry out the six tasks. As the level of disability seemed disproportionate to his diagnosis, it was recommended that he should undergo an independent medical examination (IME).

The IME with an orthopaedic specialist, took place on 1 June 2023, with CT and MRI scans being requested to gain a fuller picture of the situation. The CT scan of the leg showed that the fracture had successfully healed. The MRI scan of the whole spine showed no significant nerve root compression. In other words, Mr G's loss of function couldn't be explained as a result of the fracture to his femur or other injuries from the accident.

Mr G has noted that the orthopaedic specialist recommended that further investigations should be carried out by a neurologist and that MetLife hasn't followed through on that. However, I think that's reasonable as MetLife is only looking at whether the symptoms are a result of the injuries sustained during the accident. As I understand it, Mr G hurt his head and had some facial injuries when he fell down the stairs and underwent a scan, which didn't reveal any internal injuries at that time. There's no evidence of any neurological damage occurring during the car accident or fall down the stairs.

The case was then subject to a clinical review by MetLife's lead medical consultant who concluded that the medical information, in particular that the fracture to the femur had healed successfully, was not supportive of a long-lasting disability that was irrecoverable. Neither was it supportive of an inability to undertake the tasks set out in the definition of TPD.

Mr G's GP wrote another letter in April 2024, setting out the level of his impairment and difficulty in carrying out the listed tasks. However, the matter at hand is whether the injuries sustained in the accident are responsible for the debility now being experienced by Mr G, and the letter doesn't shed any new light on that. Given the outcome of the FCA and IME, it's reasonable that MetLife didn't consider the GP's letter to be sufficient to override the evidence of those clinical assessments.

I've thought very carefully about what Mr G has said and have a great deal of sympathy for his situation. However, whilst I know this will be very disappointing to him, I'm satisfied that MetLife acted fairly and reasonably in declining the claim. It follows that I do not uphold the complaint.

My final decision

For the reasons set out above, I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 10 July 2025.

Carole Clark
Ombudsman