

The complaint

Mr C complains about Covea Insurance plc's decision to turn down his personal accident claim.

What happened

Mr C holds a personal accident policy with Covea, which includes hospitalisation benefit. In 2023 he was hospitalised for around a week due to a problem with his knee. He made a claim to Covea for hospitalisation benefit.

Covea turned down the claim. It said Mr C hadn't met the policy requirements for a claim to be paid. Unhappy with this, Mr C brought a complaint to this service.

Our investigator didn't recommend the complaint be upheld. She concluded that Covea's decision to turn down the claim had been fair.

Mr C didn't accept our investigator's findings and so the matter 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.

Policy terms

The policy says that hospitalisation benefit will be paid if accidental injury results in the insured's confinement to hospital.

'Accidental injury' is defined in the policy as:

'Physical injury caused solely and directly by outward violent and visible means.'

Covea hasn't quoted the above term in its rejection of Mr C's claim. Instead, it said his policy defines accidental injury as *'a sudden and unforeseen event which happens by chance after the start date and results in bodily injury'*. And that 'bodily injury' is defined as *'physical injury resulting from external violent or visible means. It does not include any sickness, disease, bacterial or viral infection...natural occurring condition or degenerative process.'*

We asked Covea why it had quoted different policy terms to those in the policy document given to this service. Covea says this is because it used a link from its claim system which automatically uploaded the wording from the policy. It says the policy document provided to this service from a third party is a later policy document than the one that applies to Mr C's claim.

Mr C's policy started in December 2011. I've checked the policy document we've been given, and whilst one page is dated April 2010, another page is dated June 2010. Though the page which defines accidental injury is undated. So, I don't know for certain that the policy we've been given is the correct one. Though in any event, even if the policy wording quoted by Covea applied instead, I don't think this would make any difference to my consideration of the matter. Ultimately, Mr C would still need to show that the problem with his knee resulted from external violent and/or visible means.

The claim

Mr C says he was swimming whilst on holiday and was kicked in the right knee. And that soon after this his knee became painful and began to swell. He sought medical help and was later advised to go to hospital. However, Covea says the medical evidence doesn't support that Mr C's knee was injured in an accident.

The relevant rules and industry guidelines say that Covea shouldn't reject a claim unreasonably. I've therefore considered the contemporaneous evidence to decide whether Covea's claims decision was fair.

I've seen a document provided by the doctor who treated Mr C shortly after his injury. This says:

'I certify that [Mr C] suffers from an acute synovitis in his right knee, possibly related with some traumatism.'

After Mr C returned to the UK, he visited his GP around six weeks after the incident. When arranging the consultation, he said:

'I had sudden extreme pain in my right knee. The knee swelled rapidly. Attempted to manage initially with rest, ice, elevation, ibuprofen & paracetamol...Over the weekend I developed a fever...In hospital for a week on continuous infusion antibiotics and saline with added potassium and sodium...'

After the consultation the following day, the GP record said:

'treated for ?septic knee in France – sudden onset anterior swelling and redness to R knee no Hx [history] injury no known trigger.'

In Mr C's claim form to Covea, he described the accident as:

'Right knee became very painful and started to rapidly swell. Saw local doctor (25/8) who prescribed anti-inflammatory pills and crutches...'

Mr C's UK GP completed a section of the claim form. His GP described the injury as:

'Sudden onset anterior swelling to right knee. Initially managed abroad...'

When asked for the details of the injury, the GP said:

'Sudden onset swelling (no trigger) ? Bursitis infection'

So, the only suggestion of there being an external factor here is the treating doctor's mention of Mr C's synovitis *possibly* being related to some trauma. But there's no details about this. Crucially though, Mr C's own explanation about what happened to both his GP and then Covea in his claim form indicates that the swelling occurred suddenly and with no known trigger for this. I understand there was no visible external damage to the knee.

Taking everything into account, I think it was reasonable for Covea to conclude that Mr C hasn't provided sufficient evidence to show that his knee problem was caused by external violent and/or visible means and to therefore turn down the claim.

My final decision

My final decision is that 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 19 June 2025.

Chantelle Hurn-Ryan
Ombudsman