

The complaint

Mrs A is unhappy with the benefit MetLife Europe d.a.c paid to settle her claim.

What happened

Mrs A has an accident protection policy with MetLife. In August 2024, she suffered a small avulsion fracture from the anterior process of calcaneum and so she claimed on her policy. Mrs A said MetLife underpaid her claim as she only received £200, instead of £1,000 for a major broken bone. She'd like MetLife to recognise the calcaneus is the largest bone in the ankle joint and pay her the remaining £800.

MetLife said it paid Mrs A £200 because the injury sustained was in the foot and not the ankle. It said the policy lists this as a minor bone, which is the reason it paid her that amount.

Our investigator agreed with MetLife. She explained the medical evidence shows the injury was to a bone in the foot and so it is considered a minor bone in the spirit of the policy terms.

Mrs A disagreed with the investigator's opinion and asked for an ombudsman to review her case. She explained her injury was significant and that it affected her ability to bare weight and walk for at least eight weeks. She said the calcaneus is a major bone and so MetLife should pay her the £1,000 to reflect that. And so, it's now for me to make a final 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.

Having done so, I've decided not to uphold it. I'm satisfied MetLife has assessed Mrs A's claim fairly and paid the correct settlement amount in line with the policy terms. I'll explain why.

The relevant rule in this case is from the Insurance Conduct of Business Sourcebook (ICOBS) and is set by the Financial Conduct Authority. ICOBS says MetLife must handle claims promptly and fairly and must not unreasonably reject a claim. I've considered MetLife's responsibility under ICOBS whilst considering Mrs A's complaint.

The relevant policy term says;

“Major broken bone means a break caused by accidental means, which can be evidenced by x-ray or other suitable clinical diagnosis, of a bone within the leg, ankle, arm, back, neck, hip, pelvis, cranium, mandible, shoulder, or wrist.

Minor broken bone means a break caused by accidental means, which can be evidenced by x-ray or other suitable clinical diagnosis, of any other bone not covered under major broken bone. The nose is specifically excluded.”

I've highlighted this term as it sets out what MetLife considers a major bone and therefore the benefit amount payable. Mrs A's injury was to the calcaneus – which is the heel bone in

her foot. Although this is anatomically close to the ankle, I'm satisfied it's located in the foot and therefore isn't considered a major bone as described by the policy.

Mrs A provided medical evidence from her specialist who said of her injury;

"She has a fracture of the anterior process which has been described as a small anterior avulsion. It is a little bit more than that, in that it is a comminuted fracture of the anterior process and significantly impacted her ability to weight bear and mobilise in the early stages"

I'm not for one moment diminishing Mrs A's injury, or the pain she suffered, but the policy terms are clear and specific about what's considered a major bone. And because the foot, calcaneus and anterior process isn't listed in the major bone policy definition, it therefore follows it's considered a minor bone in terms of this claim. MetLife's policy says it'll pay £200 for an injury of this kind to a minor bone. As that's the benefit amount that has been paid, I'm satisfied MetLife's handled Mrs A's claim fairly in the circumstances.

My final decision

For the reasons I've explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 20 October 2025.

Scott Slade
Ombudsman