DRN-5678047

The complaint

Mrs S complains that Covea Insurance plc declined a claim for Permanent Total Disablement ("PTD") under a personal accident policy.

What happened

Mrs S has a representative on the complaint. But for ease of reading, I've only referred to Mrs S in my decision. Any reference to Mrs S includes any information given by her representative.

Mrs S held a personal accident policy with Covea. She was unfortunately involved in an accident on 28 September 2018 in which she sustained injuries. Following this, she made a claim for PTD which Covea declined.

One of my ombudsman colleagues issued a final decision on Mrs S' previous complaint in November 2023. He concluded the following:

- *"I'm not persuaded that Covea has fairly and reasonably concluded that Mrs S already met the policy definition of PTD at the time of the accident."*

- He referred to an occupational health specialist report dated November 2019: *"I'm satisfied, based on what I've seen, that the occupational report doesn't provide any opinion on whether Mrs S was prevented from working for the remainder of her life without hope of recovery, as required by the policy terms. The focus is on whether, in the author's opinion, Mrs S was able to work before the accident."*

- He referred to medical reports in July 2018 by Mrs S' consultant orthopaedic surgeon, and in September 2018 by her consultant physician and rheumatologist: *"These two medical records are dated from shortly before the accident and suggest an improvement in her condition […] And the conclusions of both reports haven't been referenced in the occupational health report referred to above."*

- *"I don't think Covea's position that Mrs S already met the definition of PTD at the time of the accident is medically supported based on the evidence provided to date."*

So, the ombudsman directed Covea to reassess the PTD claim in line with the remaining terms of the policy on the basis that there was insufficient medical evidence to support that Mrs S already met the definition of PTD at the time of the accident in September 2018.

Covea instructed another review by the same occupational health specialist, who is also Covea's Chief Medical Officer ("CMO") in November 2023. And following this, it declined the claim again.

Covea said the CMO re-reviewed the information available, and noted the injuries from the accident were predominantly to the lower limbs and the skull fracture. The upper limb issues were preceding the accident and linked to Mrs S' rheumatoid arthritis. Covea said there was no evidence or reference to cognitive deficit, such as memory, concentration or awareness problems, after the accident.

Overall, Covea maintained the opinion that Mrs S already met the definition of PTD at the time of the accident in September 2018. The CMO ultimately referred to the combination of upper limb issues and lack of language skills; Mrs S would have needed to work in her own language, rather than in English, due to IT limitations.

Mrs S didn't think Covea had acted fairly or reasonably as it hadn't provided any new medical evidence to support its decision, nor had it invited her for a new medical assessment. So, she brought a new complaint to this Service.

One of our investigators looked into what had happened. She reviewed Covea's CMO's new report. Overall, she didn't think Covea had done enough to show Mrs S met the definition of PTD before the accident.

The investigator then looked at the medical evidence to see if this supported Mrs S met the definition of PTD after the accident. She noted that Mrs S had specifically referenced a brain injury. However, she couldn't see any reference to a loss of cognitive ability in the medical evidence. And the investigator didn't think the medical evidence showed that the other issues resulting from the brain injury prevented Mrs S from working.

The investigator also looked at the medical evidence on Mrs S' shattered pelvis and the resulting damage. But overall, she noted that the evidence suggested there had been improvements in her condition. Overall, the investigator didn't think the available medical evidence supported Mrs S met the definition of PTD.

Mrs S didn't agree with the investigator's findings. In short, she said that Covea hadn't made any efforts to obtain new evidence, for example, to assess her cognitive ability. She said that another insurer had done so, and concluded there was a loss of cognitive function.

As no agreement was reached, the complaint was passed to me to decide. I issued my provisional decision in June 2025. Here's what I said:

"Industry rules set out by the regulator (the Financial Conduct Authority) say insurers must handle claims fairly and shouldn't unreasonably reject a claim. I've taken these rules, and other industry guidance, into account when deciding what I think is fair and reasonable in the circumstances of Mrs S' complaint.

The policy defines PTD as follows:

> *"Disablement… which will entirely prevent you from engaging in any occupation of any and every type and description, for the remainder of your life without hope of recovery."*

And the PTD benefit will be paid if:

> *"you suffer accidental injury during the period of insurance which within 12 months of occurring directly results in […] PTD"*

Having looked through the further review Covea's CMO carried out, I can see that this was based on the existing medical evidence, rather than any new evidence. The CMO also didn't specifically comment on the conclusions of the medical reports my ombudsman colleague had referred to, which suggested an improvement in Mrs S' condition. So, whilst Covea has reassessed Mrs S' claim, I'm not persuaded this review changes anything.

Fundamentally, Covea says that due to the combination of Mrs S' upper limb issues, and IT limitations to provide a translation into English, Mrs S wouldn't have been able to work before the accident. But my ombudsman colleague already concluded that Mrs S didn't meet the definition of PTD definition before the accident based on the medical evidence available. I don't think Covea has made any materially new points that my ombudsman colleague hasn't already considered. So, I think Covea unfairly declined the claim on this basis.

I've looked through the medical evidence in relation to the injuries Mrs S sustained in the accident – namely, a skull fracture and a pelvic fracture and the resulting impact of these. There are mentions of vertigo, dizziness, loss of taste and smell, subarachnoid haemorrhage, fractured pelvis, incontinence and numbness in right lower limb. The notes say Mrs S walks with one stick.

However, the medical evidence also suggests improvements in several of these – the fractures, vertigo and incontinence. And I haven't seen any medical reports to show a permanent decline in Mrs S' cognitive ability.

It's fundamentally for the policyholder to show they have a valid claim. Mrs S has shown that another insurer has assessed her and concluded a loss of cognitive function, but I haven't seen the full report for this (and neither has Covea).

I think Covea has had ample opportunity to show Mrs S met the definition of PTD before the accident, and it hasn't done so. So, I don't think it would be fair for it to rely on this as reason to decline the claim in the future. I think a fair and reasonable outcome at this point is for Mrs S to try to obtain a copy of the other insurer's report and send it to Covea to reassess the claim. If she's unable to obtain a copy, and she can show she's made reasonable efforts to do so but can't (for reasons outside her control), then Covea should carry out an independent medical assessment on Mrs S and reassess her claim to determine if she meets the policy definition of PTD after the accident, in line with the remaining policy terms.

I think Covea should also pay Mrs S compensation for unfairly declining the claim, for ultimately the same reasons it already did, without seeking further medical evidence. This would have been extremely frustrating for Mrs S and it has led to further delays in having her claim assessed fairly. So, I think Covea should also pay her £400 for the distress and inconvenience caused."

Mrs S responded to say that she accepted my provisional decision. Covea said it was happy to wait for the medical report from Mrs S to review the claim, and pay her £400 as per my direction.

As both parties have now had the opportunity to review and respond to my provisional decision, I'm issuing my 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.

As neither party has given me any new information or evidence to consider, I see no reason to depart from the findings I reached in my provisional decision. So, I've reached the same decision, and for the same reasons.

Overall, I don't think Covea acted fairly and reasonably when it declined Mrs S' claim, for the reasons it did. And it should put things right in the way that I've set out below.

My final decision

My final decision is that I uphold Mrs S' complaint and direct Covea Insurance plc to take the following action:

- accept that Mrs S didn't meet the policy definition of PTD before the accident,
- reassess the claim in line with the remaining terms and conditions of the policy after receiving the medical report from Mrs S (if she's unable to obtain it and has made reasonable attempts to do so, then Covea should carry out an independent medical assessment), and
- pay Mrs S £400 for the distress and inconvenience caused.

*Covea must pay the compensation within 28 days of the date on which we tell it Mrs S accepts my final decision. If it pays later than this, it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% simple per annum.

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

Renja Anderson
Ombudsman