

The complaint

The estate of Mr C complains that Chubb European Group SE has unfairly declined the accidental disability claim made on behalf of the late Mr C.

What happened

The estate of Mr C made an accidental disability claim on the late Mr C's policy with Chubb. The estate said Chubb's reasons for declining the claim are unfair, in particular, the late Mr C's injuries caused a significant disability and so Chubb should pay the claim.

Chubb said that although that was the case, the disability needed to last a minimum of 12 months and in the case of the late Mr C, that policy term wasn't met. It maintained its decision to decline the claim.

Our investigator agreed with Chubb's position. He explained the estate was unable to evidence the prolonged disability because sadly, the late Mr C didn't survive the accident for more than five days. He said it's because of that, the policy terms weren't met, and so the claim was declined fairly.

The estate of Mr C disagreed with his findings and so asked for an ombudsman to review the complaint. It said the decision to end life support was made as there was no chance the late Mr C would recover from his injuries. It also said had it not made that decision, the late Mr C's disability would have lasted more than 12-months and so Chubb should pay the claim on that basis. 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 know this'll come as a disappointment to the estate of Mr C, and I'm sorry to learn of the circumstances that gave cause to this complaint, but Chubb has declined the claim fairly in the circumstances. I'll explain why.

The Financial Conduct Authority sets rules which insurers, like Chubb, must follow when assessing claims brought by consumers, like the estate of Mr C. These rules are from the Insurance Conduct of Business Sourcebook (ICOBS). The relevant rule from ICOBS says Chubb must handle claims promptly and fairly and mustn't reject a claim unreasonably, or avoid a claim. I've considered Chubb's obligations under ICOBS in this case.

The relevant policy term in this case comes from the accidental disability plan policy which provides cover if the insured life suffers from catastrophic disability. It says;

“Catastrophic disability

If, whilst the Policy is in force, a Person Insured suffers catastrophic disability which:

- *results from Accidental Bodily Injury; and*
- *commences within 12 months of the Bodily Injury; and*

- *continues for at least 12 months without interruption; and*
 - *from which we believe the Person Insured will never recover;*
 - *and results in:*
- ... the entire irrecoverable loss of the ability to speak... we will pay the Benefit Amount.”*

It's important to highlight the late Mr C suffered an accidental bodily injury. I won't explain the background of the accident here as both sides already know what happened. But for the avoidance of any doubt, I'm satisfied the evidence shows that's the case here. I think it's also evident the late Mr C's injuries caused him a significant disability which could be considered catastrophic as described by the policy. But the issue the estate encountered, is that the late Mr C didn't survive more than five days after the accident. And for the claim to be payable, it must meet the policy terms described above.

The policy terms say the late Mr C's disability must've lasted more than 12 months. And given what I've just explained, I'm satisfied the late Mr C's circumstances don't satisfy those criteria. So I'm persuaded Chubb has declined the claim fairly for those reasons.

The estate of Mr C argued the reason for that was because a decision was made to end the life support being given. It said had that not been the case, then the policy term at the crux of this complaint would have been met. I understand the connection it's made here and why the estate of Mr C is making this argument. But it doesn't alter my position on this complaint. I say that because I cannot make a decision on circumstantial, or speculative arguments.

Chubb's policy terms are specific about what it considers a catastrophic disability and for the duration the insured must experience those symptoms. So, I find the estate's arguments here unpersuasive because they are hypothetical and not an accurate representation of what actually happened in this case. And so, because Chubb relied on the above policy term to decline cover, I don't think it needs to do anything more in respect of this complaint as the disability didn't continue for at least 12 months.

My final decision

I'm sorry to deliver what I know will be disappointing news but, in the circumstances, I couldn't reasonably ask Chubb to do anything further here. 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 the estate of Mr C to accept or reject my decision before 4 October 2025.

Scott Slade
Ombudsman