

## **The complaint**

Miss A has complained that MetLife Europe d.a.c. has declined a claim she made under her personal accident policy.

## **What happened**

The background to this complaint is well known to the parties, so I won't repeat it again in detail here.

In summary Miss A took out a personal accident policy with MetLife on 19 May 2025. In June she submitted a claim. Miss A said that she slipped and fell down some stairs on 5 June 2025. She said that she had fractured three ribs and that she had sustained a grade three ligament tear in her right knee.

MetLife declined the claim – it said there was insufficient medical evidence to support the reported injuries.

Unhappy, Miss A referred her complaint to our Service. The investigator didn't recommend that it be upheld. They didn't find that the medical evidence supported a claim under the policy.

Miss A appealed. She said that her physiotherapist had given her a diagnosis and that MetLife had said that if a medical professional confirmed that she had fractured ribs it would pay out.

As no agreement has been reached the complaint has been referred to me to determine.

## **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'd like to reassure Miss A that whilst I've summarised the background to this complaint, I've carefully considered all the submissions she has made. In this decision though I've focused on what I find are the key issues here. Our rules allow me to take this approach. It simply reflects the informal nature of our service as a free alternative to the courts.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. So I've considered, amongst other things, the contract terms, regulatory rules and the available evidence, to decide whether I think MetLife treated Miss A fairly. Having done so, and although I recognise that she will be disappointed by my decision, I agree with the conclusion reached by the investigator, I will explain why.

There is no doubt that Miss A has suffered some injury, but it is for her to show she has a valid claim under the policy. At present the medical evidence doesn't support a successful claim. With regard to her right knee, there would need to be evidence of the grade three tear

Miss A has said she had. However the evidence only shows that she has moderate degenerative changes to the knee. I accept that an x-ray wouldn't show the injury Miss A has claimed for, but there is no independent evidence of a clinical diagnosis of this tear.

Turning to the claim for fractured ribs, I haven't disregarded Miss A's submission that the doctor told her she had three lower rib fractures, but again there is no independent evidence of rib fractures occurring in the policy term. There is evidence of a closed rib fracture following a fall on 5 May 2025, but this was before the policy start date so falls outside the cover provided.

I have seen the report from Miss A's physiotherapist dated 28 August 2025. This does record that following a fall in June Miss A injured the left side of her flank and that she attended A&E where an x-ray showed three rib fractures. But this report was based on the information given to the physiotherapist by Miss A. She also reported this to her GP – but these reports aren't evidence of independent diagnoses by a medical professional; rather they are based on self-reporting by Miss A.

In these circumstances I don't find it was unfair or unreasonable for MetLife to decline the claim Miss A made. I can see that the process has been difficult for Miss A and I understand that she has found it upsetting. I have also considered the service Miss A received. I note that at one point MetLife told Miss A it would meet the claim regarding the fractured rib. However it quickly told her that it wasn't able to do so because the accident causing that injury happened before the cover commenced. I'm pleased to see that MetLife apologised for this error. I don't require it to do anything further in this regard.

Finally, Miss A has complained to this Service that MetLife has discriminated against her. I've taken the Equality Act into account when deciding this complaint, given that it's relevant law, but I've ultimately decided this complaint based on what is fair and reasonable. If Miss A felt that MetLife breached the Equality Act and wanted a decision regarding that, this would be a matter for the courts rather than this Service.

I am sorry that my decision doesn't bring Miss A welcome news.

### **My final decision**

For the reasons given my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 5 December 2025.

Lindsey Woloski  
**Ombudsman**