

The complaint

Mr S is unhappy that American International Group UK Limited ('AIG') declined a claim made on a personal accident policy he had the benefit of. He's also raised some concerns about customer service issues.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. I'll focus on giving the reasons for my 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.

I've considered all points made by the parties (along with all the other evidence, including medical evidence and articles). However, I won't respond to each of these. I hope Mr S and AIG understand that no discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. The rules that govern the Financial Ombudsman Service allow me to do this as we are an informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I haven't. I'm satisfied I don't need to comment on every point to fulfil my statutory remit.

In considering what is fair and reasonable in all the circumstances of the case, I've taken into account all relevant law and regulations, regulator's rules, guidance and standards, codes of practice and good industry practice at the relevant time. That includes AIG's regulatory obligation to handle insurance claims fairly and promptly. And to not unreasonably decline a claim.

I know Mr S feels very strongly that AIG has unfairly declined his claim. I have a lot of empathy for the medical issues Mr S has been living with over a number of years. However, for reasons set out below, I'm satisfied that AIG has fairly and reasonably declined the claim.

So, that everyone is clear, I've only considered the available evidence up to the date of the final response letter (May 2025).

The relevant policy terms

The policy terms say:

If, during the period of cover, you suffer **bodily injury [my emphasis]** which, within two years solely and independently of any other cause, results in...a permanent disability...we will pay the total sum insured.

Permanent disability means:

an item described under the table of benefits for section B.

Section B includes 'permanent total disablement' defined as:

As shown in section B item 1a is the total inability to do paid work of any kind which will probably last for the rest of your life.

As shown in section B item 1b in respect of an insured person who at the date of bodily injury is:

- a. serving in HM Regular Armed Forces, a Mobilised Reservist or on Full Time Reserve Service or on Non-Regular Permanent Staff engagements the medical discharge from the armed forces solely by reason of bodily injury and resulting in the last day of service being within two years of first suffering bodily injury;
- b. in full-time paid employment, the total inability within two years of first suffering bodily injury of that spouse or partner, solely by reason of bodily injury to continue with their usual occupation for the remainder of their life.

Bodily injury means:

injury to the body **caused by an accident [my emphasis]**. It does not include:

- sickness or disease unless this results from injury to the body: or
- post-traumatic stress disorder: or a psychological or psychiatric illness or condition: or
- injury caused by any gradual cause.

Gradual cause is defined as:

A cause that is the result of a series of events which occur or develop over time that cannot be attributable to a single accident.

Accident means:

A sudden unexpected and specific event, **external to the body [my emphasis]**, which occurs at an identifiable time and place.

AIG's decision to decline the claim

It's for Mr S to establish (on the balance of probabilities) that he meets the policy definitions to successfully claim for the benefits under the policy.

AIG declined the claim on the basis that the injury hadn't been caused by an accident as defined by the policy. In particular "a sudden unexpected event, external to the body". It also concluded that the evidence supported a gradual onset of symptoms, associated with a predisposing anatomical condition and not a single external traumatic event.

Mr S's claim form dated 2025 says that in December 2018, whilst playing football, he sustained an injury to his right hip. He planted his foot to stretch for the football, got caught by the opposition and felt a sharp pain deep in his hip. He was unable to continue playing.

There's also reference in Mr B's medical records when reporting the history of his symptoms (for example, around September 2021, January 2022 and March 2023), to him first sustaining a groin injury during a football match when going in for a tackle.

However, that's not entirely consistent with the earlier medical records dated 4 March 2019 (so only a few months after the said football match). Groin pain is recorded and it's reflected:

Thinks developed discomfort and possible lump consequent...football match [in December 2018], no specific injurious episode but did feel a pop.

Further, a few weeks later, groin pain is recorded again. It's reflected:

Dec 2018 – playing football dec stretched for ball R leg felt a pop in R groin.

This medical evidence is more contemporaneous, and I'm satisfied is more likely than not to be a more accurate reflection of what happened at the time.

There is no mention of a tackle or coming into direct contact with an opposition player. I've thought about whether this information was omitted because it was merely a summary. That's possible but I'm not persuaded that's the case. If a tackle or contact with an opposition player had been mentioned, I think it's reasonable to assume that this would've been recorded at the time rather than the one of the notes explicitly saying: "no specific injurious episode".

I'm satisfied that AIG has acted fairly by relying on the evidence dated March 2019 to conclude that the injury experienced by Mr S was not caused by an accident as defined by the policy terms. It doesn't support that it was a sudden, unexpected and specific event, external to the body. As such, I'm satisfied that it's fairly and reasonably concluded that a permanent disability hasn't been established for any benefits to be paid under the policy terms.

Because I'm satisfied that AIG has fairly and reasonably declined the claim for personal accident for this reason, I'm satisfied that's not necessary for me to make any finding on whether the injury was caused by a gradual onset of symptoms.

Mr S has more recently provided the Financial Ombudsman Service with an order of the tribunal compensation panel dated August 2025 – which he says supports a claim under the policy. However, I'm only considering the information available up to the date of AIG's final response letter dated May 2025. If he hasn't already done so, Mr S is free to provide the tribunal's order and written reasons to AIG to review.

Other issues

I'm satisfied that Mr S made repeated requests to AIG for a full copy of the policy terms. This initially went unanswered, and he was put to the unnecessary trouble of having to chase this up. I accept this would've also been frustrating.

Further, AIG's representative informed Mr S that he'd receive an update about his complaint by 5 May 2025. He didn't receive an update and had to chase for this. Although, this was well within the eight-week timeframe AIG had to investigate his complaint and provide a final response, as he'd been assured that he'd receive an outcome or update by this date, I'm satisfied that it would've been frustrating and confusing for Mr S not to hear back from AIG by then. He was also put to the unnecessary trouble of chasing for a reply.

I'm satisfied AIG should pay Mr S £100 compensation to reflect the impact these customer service issues had on him.

My final decision

I uphold this complaint to the limited extent set out above. I direct American International Group UK Limited to pay Mr S £100 compensation for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 15 January 2026.

David Curtis-Johnson
Ombudsman