

The complaint

Ms S is unhappy that Chubb European Group SE has declined to pay an additional sum under her 'elite' personal accident policy ('the policy').

What happened

Ms S sustained an injury to her ankle in 2019, and she claimed on the policy.

Ms S provided medical evidence in support of her claim and Chubb instructed an independent medical expert (IME) to report on Ms S's condition.

Ms S has brought previous complaints to the Financial Ombudsman Service about the way Chubb has handled her claim, the amount of weight (she says, unfairly) Chubb placed on the IME's opinion over the medical evidence she'd obtained and not paying the correct amounts under the policy – including multiple benefits.

Another ombudsman had previously determined in January 2025 that based on the available medical evidence at that time, Chubb's decision to pay 28% of the permanent partial disability (PPD) benefit under the policy was fair and reasonable. The maximum benefit under this heading is £120,000 and Chubb paid Ms S £33,600.

The ombudsman also decided that Chubb had acted fairly and reasonably by:

- declining a claim for permanent total disability (PTD); and
- not paying a separate claim for the loss of limb benefit. The total sum of those two benefits (based on the percentage loss of use) would've amounted to compensating Ms S twice for the same injury.

However, the ombudsman made clear that although Ms S had recently provided more medical evidence in support of her position, that information wasn't available at the time Chubb issued its final response letter. So, she didn't consider that evidence as part of the complaint she was determining.

Whilst considering that further medical evidence – and instructing the IME to provide an opinion on that further medical evidence – Chubb did pay a further up-front payment to Ms S in the sum of £1,000.

Chubb subsequently concluded that the further evidence (in light of the IME's further comments) didn't alter its opinion. It maintained that it had paid Ms S the correct amount under the policy. It said it wouldn't seek to recover the further sum of £1,000 it had paid her. Unhappy, Ms S asked the Financial Ombudsman Service to investigate whether Chubb had acted fairly and reasonably. Our investigator looked into what happened and didn't uphold Ms S's further complaint.

Ms S raised further points in reply, which didn't change our investigator's opinion. So, this complaint was passed to me to consider everything afresh.

I issued my provisional decision, explaining why I was intending to uphold this complaint. I said:

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I've considered all points made by the parties (along with all the other evidence). However, I won't respond to each of these. I hope they 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 Chubb's regulatory obligation to handle insurance claims fairly and promptly.

So, that everyone is clear, my decision focuses on the further medical evidence received since around October 2024.

The relevant policy terms

The policy can pay a maximum of:

- £60,000 for loss of one limb;
- £120,000 for permanent total disablement from any and every occupation;
- £120,000 for permanent partial disablement (15% of that sum for permanent loss or loss of use of toes on either foot (all one foot), 5% for the big toe (both joints), 3% for big toe on one joint and 1% for any other toe).
- £12,000 for any permanent partial disablement not listed in the schedule of benefits.

The policy terms define PPD as:

Disablement which in the opinion of the Underwriters will in all probability exist for the remainder of the life of the Insured Person other than from Loss of hearing, Loss of Limb, Loss of sight, Loss of speech or Permanent Total Disablement and without reference to the occupation of the Insured Person the benefit payable shall be assessed in accordance with the relevant percentage of the sum insured shown in the Schedule of Benefits.

And PTD is defined as:

Disablement which totally prevents the insured person from attending to any and every occupation or job of any kind whatsoever and which lasts for 12 calendar months and at the expiry of that period is beyond hope of improvement.

Loss of limb is defined as:

The permanent and complete loss by physical severance...of foot at or above the ankle, or the permanent loss of use of such...foot.

Has Chubb acted fairly and reasonably?

I've carefully reviewed the further medical evidence and based on what I've seen, I'm satisfied that Ms S is now entitled to a further benefit under the policy.

Chubb had previously paid Ms S £33,600 under the policy (not including the £1,000 it's more recently paid). That's because the overall medical evidence supported that Ms S had lost 50% loss of function of her foot. Under the policy she'd be entitled to £30,000 (that being 50% of the maximum £60,000 benefit for loss of one limb).

However, the overall medical evidence also supported that Ms S had sustained a 28% permanent partial disablement of the whole of her body. Under the policy that equated to £33,600 – 28% of the total PPD benefit in the sum of £120,000.

So, Chubb paid £33,600 as this was the most advantageous sum to Ms S and as explained above, another ombudsman determined this was fair based on the medical evidence available to Chubb at the time.

As part of the previous medical evidence Chubb considered, the IME concluded in their report dated February 2024 that Ms S had experienced 50% of the loss of her right foot (limb).

In their report following a meeting with Ms S in October 2024, Ms S's consultant occupational pain physician ('Ms S's consultant') concludes:

- loss of function in the right ankle to be 80-85%.
- percentage disability relating to chronic regional pain syndrome (CRPS) causing pain to the right foot, right leg and problems sitting because of pain in the coccyx region to be 75-80%.
- loss of use of toes to be 50-55%.

In their report dated December 2024, the IME summarises Ms S's consultant's report and notes the percentages above (including saying that there's an 80% to 85% loss of foot function).

Importantly, I think, at paragraph 3 the IME says: "the loss of function levels as assessed by [Ms S's consultant] would seem reasonable and there are helpful comments around the ongoing CRPS symptoms..."

So, I'm satisfied that the IME agrees that there has been a 80-85% loss of use of Ms S's right foot.

I'm therefore satisfied that it would be fair and reasonable for Chubb to pay 85% of the loss of one limb benefit in the sum of £51,000 (less the total sum of £34,600 it's already paid under the policy).

Although the previous sum paid under the policy represented 28% of the PPD benefit, the amount to be paid under the loss of one limb benefit is now greater than that.

Other benefits

I've also thought about Ms S's consultant's opinion that Ms S's percentage loss of her entire body function is at 50%. If accepted by Chubb, this would equate to a £60,000 benefit for PPD (50% of the maximum benefit of £120,000).

The IME didn't agree with Ms S's consultant's opinion on this issue and maintained that 28% was the correct figure. The IME refers to the relevant guide to disability and impairment. I'm persuaded that Chubb has fairly and reasonably placed more weight on the IME's opinion. I'm satisfied that Ms S's consultant hasn't provided persuasive reasoning to support the percentage in their report.

I'm also satisfied that although Ms S's consultant has provided percentage loss of use of toes and percentage disability relating to CRPS, I don't think it would be fair and reasonable for Chubb to have to pay the equivalent percentage benefits under the policy (for loss of use of toe(s) or the percentage benefit of any permanent partial disablement not listed in the schedule of benefits) in addition to the loss of limb benefit. That's because I'm satisfied that they arise out of the same part of the body for which the loss of one limb benefit relates to. Otherwise, I'm satisfied that this would amount to compensating Ms S twice for the same injury. I don't think that would be fair and reasonable.

The policy does say the benefits in respect of injuries arising from any one accident may be added together (although the maximum benefit payable cannot exceed £120,000), I think it's fair and reasonable to interpret that as relating to different injuries affecting different parts of the body or for different claims being made under the policy, rather than for being able to claim twice for the same parts of the body (under different headings).

Finally, based on the further medical evidence, I've seen, I'm not convinced that Ms S meets the definition of TPD for the benefit to be paid under that heading. Ms S's consultant says that Ms S would be able to work from home, with ergonomically favourable equipment and regular breaks - on a part time basis initially.

The way the claim has been handled in light of the further medical evidence

I'm satisfied that Ms S has been put to the unnecessary inconvenience of having to challenge the decision not to pay her an additional sum under the policy – a decision which for the reasons I've set out above I intend to find was unfair.

She has raised the issues with Chubb about the IME agreeing with Ms S's consultant's opinion regarding the percentage loss of use of some parts of her body. I don't think Chubb has sought to meaningfully engage with those. I accept this would've been frustrating and upsetting for her at an already difficult time. I'm satisfied that Chubb should pay Ms S £200 to reflect the impact on her.

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I invited both parties to provide any further information in response to my provisional decision. Chubb didn't reply. Ms S accepted my provisional findings.

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 provided any further substantive points for me to consider by the deadline set, I find no compelling reason to depart from my provisional findings.

For this reason, and for reasons set out in my provisional decision (an extract of which is set out above and forms part of this final decision), I partially uphold Ms S's complaint.

Putting things right

I direct Chubb to pay to Ms S:

- A. an additional £16,400 under the policy (£51,000 less £34,600 already paid).
- B. simple interest at a rate of 8% on the amount in A. above dated from a month after the IME's supplementary report dated 17 December 2024. If Chubb considers it's required by HM Revenue & Customs to take off income tax from any interest paid, it should tell Ms S how much it's taken off. It should also give her a certificate showing this if she asks for one. That way Ms S can reclaim the tax from HM Revenue & Customs, if appropriate.
- C. £200 compensation for distress and inconvenience.

My final decision

I uphold this complaint to the extent set out above and direct Chubb European Group SE to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 27 January 2026.

David Curtis-Johnson
Ombudsman