

## **The complaint**

Mrs N complains about the way MetLife Europe d.a.c. (MetLife) has handled the claim she has made under her personal accident insurance policy.

## **What happened**

The circumstances of this complaint will be well known to both parties and so I've summarised events.

Mrs N held a personal accident insurance policy which was provided by MetLife. In November 2024 whilst on holiday abroad, Mrs N unfortunately had an accident and suffered a number of injuries. She submitted a claim under her policy and in December 2024 MetLife paid her a settlement for three broken bones.

In May 2025 Mrs N contacted MetLife again. She explained following her accident she had continued to suffer from symptoms, such as numbness in her legs. She said it had since been discovered she had a post-traumatic fissure in her vertebrae which was causing paralysis in her legs. She was looking to submit a further claim under her policy.

Mrs N raised a complaint with MetLife as she was unhappy with the length of time it was taking for her claim to be considered.

On 29 September 2025 MetLife issued Mrs N with a final response to her complaint. It said Mrs N's claim was complex involving overseas treatment and it had a right to request additional supporting evidence. Although it did acknowledge it had caused some unreasonable delays.

Mrs N referred her complaint to this Service. In addition to her concerns about the way the claim had been handled, she said MetLife had continued to take her policy premium despite the policy terms saying payments would stop in the event of a permanent disability.

Our Investigator looked into things. He said he didn't think it was unreasonable for MetLife to request medical evidence to assist with its assessment of the claim. However, due the delays he thought MetLife should pay Mrs N £165 compensation which was equivalent to three months policy premium.

MetLife accepted our Investigator's view but Mrs N didn't agree. She provided a detailed response but in summary she said:

- The requirement for her to return to the UK despite a genuine medical incapacity is unreasonable.
- The medical documents she provided cannot be rejected solely on the grounds they have come from outside of the UK.
- The premiums should have stopped being taken when she reported her claim in line with the terms of the policy.

As a resolution couldn't be reached the complaint has been passed to me to decide.

### **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 want to acknowledge I've summarised Mrs N's complaint in less detail than she's presented it. I've not commented on every point she has raised. Instead, I've focused on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Mrs N and MetLife I've read and considered everything that's been provided.

I also want to be clear about what I've considered as part of this decision. At the point of issuing its final response of 29 September 2025 MetLife hadn't made a decision on Mrs N's claim. It isn't my role to claim handle or make a claim decision on its behalf. So, as part of this decision I've considered whether I think MetLife has handled Mrs N's claim fairly up until its final response of 29 September 2025. If Mrs N is unhappy with the way MetLife has handled her claim since this date, she would need to raise this as a separate complaint.

The relevant rules and industry guidelines explain MetLife should handle claims promptly and fairly.

The terms of Mrs N's policy explain MetLife will provide benefit if, as a result of an accident, Mrs N suffers specific permanent injuries, or total permanent disablement. The terms also explain that a claim needs to be supported by a registered doctor or medical practitioner in the UK.

Mrs N provided MetLife with medical evidence following treatment she received abroad, which was reviewed by MetLife. However given the complexities of Mrs N's condition, it decided to request further information, including any UK based evidence Mrs N may have available. It also asked for information about Mrs N's trip abroad, and whether she had or was intending to return to the UK.

I don't think these were unreasonable requests in the circumstances. I think it was reasonable for MetLife to conclude Mrs N's medical situation was complex, and to seek any further medical evidence. And given the policy terms explain claims would need to be supported by a doctor or practitioner in the UK, it was reasonable for it to see whether Mrs N had or was likely to obtain any UK based medical evidence in the future.

I acknowledge Mrs N has raised concerns about MetLife requiring her to return to the UK in order to deal with her claim, particularly given she's not well enough to do so. However, I've not seen any evidence MetLife has said Mrs N has to return to the UK or it won't deal with her claim. The correspondence from MetLife was asking Mrs N whether she had, or was intending to return to the UK. And I can see in emails from Mrs N, she had previously said she was intending to return to the UK as soon as she was able.

Mrs N has also raised concerns about MetLife dismissing the medical evidence she has provided from overseas. Again, I've not seen evidence MetLife has dismissed the evidence Mrs N has provided already. From what I've seen MetLife were asking for further evidence in support of Mrs N's claim, which as I've said, I don't think was unreasonable in the circumstances.

MetLife has acknowledged it hasn't always handled Mrs N's claim as promptly as it should have done. It has now agreed to pay Mrs N £165 compensation and so I've considered

whether I think this is reasonable to acknowledge the impact to Mrs N.

As I've said, I think MetLife's requests for further information were reasonable, however I think there were unreasonable delays between Mrs N providing information and MetLife reviewing this. I can also see Mrs N has spent time emailing MetLife for updates on her claim which could have been avoided had these reviews taken place more promptly.

Given the circumstances of Mrs N's claim, I think she would have always suffered distress and inconvenience even if everything had gone smoothly. However, I think the unreasonable delays MetLife has taken responsibility for has exacerbated this. Taking into consideration the length of these delays and the time Mrs N has spent chasing MetLife for updates, I think the £165 compensation suggested by our Investigator is reasonable in the circumstances.

Mrs N has said she is unhappy MetLife continued to charge her a premium despite her suffering from permanent total disablement. I've reviewed the terms of Mrs N's policy and can see the policy will be terminated in the event MetLife make a payment for permanent total disablement. And whilst I acknowledge Mrs N has submitted a claim under this section of the policy, at this stage MetLife hasn't made any payment in relation to this. So, it was correct for the policy premium to continue being collected even once Mrs N had reported her claim.

I understand the policy has since been cancelled as Mrs N stopped paying her policy premium. But MetLife has made it clear it will continue to consider Mrs N's claim as her policy was live at the time she suffered her accident.

I naturally empathise with Mrs N given everything she's been through. But I think requiring MetLife to pay her £165 compensation is a reasonable outcome to her complaint in all of the circumstances.

### **My final decision**

For the reasons I've outlined above, I uphold Mrs N's complaint about MetLife Europe d.a.c. I require it to pay Mrs N a total of £165 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs N to accept or reject my decision before 17 February 2026.

Andrew Clarke  
**Ombudsman**