

The complaint

Mr W complains Chubb European Group SE (Chubb) has declined the claim he made under a personal accident insurance policy.

What happened

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

Mr W was covered under a group personal accident insurance policy provided by his employer. The policy began in July 2024 and was underwritten by Chubb.

In August 2025 Mr W reported a claim to Chubb. He said he was involved in a car accident in August 2023 and had returned to work. However, he said his symptoms worsened and he suffered a severe relapse in January 2025 resulting in him being declared permanently disabled in May 2025.

Chubb considered Mr W's claim but declined it. It said the reported accident took place before the policy had started. Mr W raised a complaint about Chubb's decision.

On 1 September 2025 Chubb issued Mr W with a final response to his complaint. It said from the evidence provided it was clear the proximate cause of Mr W's medical condition occurred prior to the policy start date and so this wasn't covered under the terms of the policy. Mr W referred his complaint to this Service.

Our Investigator looked into things. She said she thought it was reasonable for Chubb to decline Mr W's claim in line with the terms of the policy.

Mr W didn't agree with our Investigator. He provided a detailed response but in summary he said his disablement occurred following a severe relapse in 2025 which was within the period of insurance.

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 Mr W's complaint in less detail than he's presented it. I've not commented on every point he 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 Mr W and Chubb I've read and considered everything that's been provided.

The relevant rules and industry guidelines explain Chubb shouldn't unreasonably reject a claim.

The terms of the policy Mr W was covered under state:

*'If during a **Period of Insurance and Effective Time** You have an **Accident** which causes **You Bodily Injury**, We will pay the stated **Benefit Amounts** under items A, B, C, D, E or F below.*

...

B. Permanent Total Disablement

*Where **Bodily Injury** results in **Permanent Total Disablement**, we will pay the **Benefit Amount** stated in the **Group Policy Schedule and Confirmation Document**.'*

Accident is defined in the policy as:

'A sudden identifiable violent external event that happens by chance and which could not be expected; or unavoidable exposure to severe weather.'

So, I think the policy terms are clear, that in order to receive benefit under the policy, the insured would need to suffer from an accident which causes bodily injury. And this accident must take place within the period of insurance.

I'm satisfied from the evidence provided that the car accident Mr W was involved in occurred in 2023, and that the policy began in July 2024. So, the accident took place prior to the period of insurance.

Mr W has said his disablement occurred in 2025, during the period of insurance, following a relapse. He has said this relapse was related to the withdrawal of prescribed medication, compounded by significant workplace stress. He has provided medical evidence he says supports his position.

Even if I'm to accept this is the case, I don't think this would mean Chubb are required to accept Mr W's claim. As explained, the policy terms are clear that Chubb will provide benefit if Mr W has an accident which causes bodily injury **during the period of insurance**. An accident is defined in the policy as a sudden identifiable external event. I don't think it would be reasonable to conclude that the withdrawal of prescribed medication or significant workplace stress would fall under the policy definition of an accident. So, I don't think it was unreasonable for Chubb to conclude the accident Mr W has claimed for occurred prior to the policy start date.

I acknowledge how strongly Mr W feels that the date on which he became permanently disabled is most important here. However, I'm satisfied Chubb has fairly considered Mr W's claim in line with the terms of the policy and it was reasonable to decline his claim. So, for the reasons I've explained I don't require Chubb to take any further action in relation to Mr W's complaint.

My final decision

For the reasons I've outlined above, I don't uphold Mr W's complaint about Chubb European Group SE.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 18 February 2026.

Andrew Clarke
Ombudsman