

The complaint

Mr L complains that American International Group UK Limited (AIG) unfairly declined his personal accident claim.

What happened

Mr L holds a disabling injuries protection plan with AIG. It is a type of personal accident policy and in April 2022 Mr L made a claim on it.

Mr L told AIG that in June 2021 sparks from a barbeque went into his left eye causing his retina to detach, and he'd since gone on to lose sight in it. AIG began to assess that claim and requested supporting medical evidence, but it declined it when an independent medical examiner found the detachment was more likely because of previous surgery. AIG said the circumstances of Mr L's claim didn't satisfy the relevant policy terms as a result, and it maintained that decline when Mr L complained.

One of our investigators looked at what had happened, but they didn't recommend Mr L's complaint be upheld. They said it was reasonable of AIG to have relied on the opinion of the independent medical examiner, and find that the circumstances of the claim didn't satisfy the policy terms.

Mr L disagreed with that opinion and asked for an ombudsman to decide matters. When doing so he reiterated the accident at the barbeque was the cause of his sight loss and said he'd had no vision problems prior to that. He said the previous surgery being referred to had taken place a number of years before his accident, and he had a valid claim on a policy he'd paid into for many years.

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.

Having done so I will not be upholding this complaint and will explain why below. I am however very sorry to learn about the loss of Mr L's sight and the impact he reports it has had on him.

The policy terms

The cover available to Mr L is set out in full in the policy's terms and conditions, and I think it is worthwhile drawing attention to section two which sets out the scope of insurance:

*"If you have an **accident** on or after the **effective date** and before **your** insurance finishes, which results in **you** suffering a **bodily injury** which solely and independently of any other cause and within 12 months of the date of the **accident**, causes death, **permanent disability** or single or multiple **fractures**, we will pay the amount shown in the **table of benefits**..."*

To section three which sets out the specific meanings given to certain words:

“Accident

A sudden, unexpected and specific incident, external to the body, which occurs at an identifiable time and place whilst the policy is in force.”

“Bodily injury

*An identifiable physical injury to an **insured person’s** body which is caused directly and solely by an **accident**, is not intentionally self-inflicted and does not result from sickness or disease.”*

And to section seven which explains how the policy will take existing medical conditions into account:

“We will only pay for the *bodily injury you* have suffered if it is directly as a result of the **accident. Any existing physical impairment or medical condition *you* have before the **accident** will be taken into consideration in calculating the amount payable based on the difference between *your* physical impairment or medical condition before and after the **accident**.**

We will ask *your doctor* (if suitably qualified) or the **medical consultant that treated *you* to make these assessments (or an independent **medical consultant** or other suitably qualified person if they are unable or unwilling to do so). The assessment will be converted into a percentage and applied to the policy benefit payable.”**

The medical evidence

Both sides are aware of the medical evidence made available to AIG so I won’t repeat it all here, but I do note:

- A claim form signed by Mr L and dated 27 December 2021 where he described that *“on the 12th June 2021 at (address provided) sparks from BBQ went into my eye”*.
- A completed doctor’s statement within the same claim form but dated 13 April 2022, where the doctor described Mr L as having suffered a *“blunt injury to the left eye”*. When asked whether in their opinion their patient would be left with a permanent disability solely as a result of this accident the doctor had also selected “yes”.
- An independent medical report dated 17 February 2023 and provided by a Consultant Ophthalmologist which explained:
 - A virtual assessment had been completed with Mr L. His GP records and both of his hospital records had been reviewed and entries concerning his vision were noted. In relation to his previous surgery and post-surgery issues in 2014 - 2015, the following were noted; left cataract surgery, left cataract surgery complicated by posterior capsular tear, corneal sutures removed in the left eye and a retinal detachment warning given.
 - The Consultant said there was no medical records indicating when or how the injury was sustained and found *“the accident as described by (Mr L) of a spark hitting his left eye is not sufficient force to cause a traumatic retinal detachment. It is far more likely than not that the detachment occurred due to his previous complicated cataract surgery ...”*
 - The Consultant also said that while Mr L *“has lost 100% of vision on the left eye, in my opinion 0% of this is due to the spark going into the eye as described by (Mr L) ... I feel that the development of the retinal detachment*

is coincidental with the spark hitting his left eye.”

Why I'm not upholding this complaint

AIG has a responsibility to handle claims both promptly and fairly, and to not reject them unreasonably.

I recognise that Mr L strongly disagrees with the findings of the independent medical report, but I don't think it was unreasonable of AIG to be persuaded by it and rely on it as a reason to decline this claim.

I say that because the report was completed by a Consultant Ophthalmologist, so in the circumstances of the claim someone who appears to have been suitably qualified. It considered all of the background medical evidence that had been made available, which here was Mr L GP records, his hospital records, and his eye hospital records. It was independent, it made clear findings about the sight loss more likely than not being caused by previous cataract surgery. And it found that 0% of the sight loss was caused by the spark hitting Mr L's eye.

I also understand that Mr L feels he has a valid claim and has paid into his policy for many years. That Mr L had both an accident and loss of sight in his left eye isn't disputed. But the terms and conditions for the specific plan he holds with AIG require him to demonstrate that the accident, solely and independently of any other cause, caused the permanent disability. And given what I have already set out above I don't think it was unreasonable of AIG to conclude that hadn't been demonstrated here.

AIG has let Mr L know that he can, if he so wishes, obtain a medical report of his own, which it'd then review in conjunction with the report considered above. Mr L has not provided his own medical report for consideration as far as I understand, but nonetheless I think it was fair of AIG to explain this remained an option for him.

Whilst I have much sympathy for the loss of sight Mr L is now learning to live with, in all the circumstances I am unable to conclude that AIG declined this claim unreasonably. It reached a reasonable conclusion based on the medical evidence made available to it, and it declined the claim in line with the terms of this policy. I will not be interfering with its position as a result, and I hope Mr L will understand my reasons for this.

My final decision

My final decision is that I do not uphold this complaint against American International Group UK Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 12 December 2023.

Jade Alexander
Ombudsman