

## **The complaint**

T, a business, complains about a claim Mr N made on its AXA Insurance UK Plc (AXA) personal accident insurance policy.

Mr N says AXA declined his claim unfairly.

## **What happened**

Mr N made a claim on T's AXA personal accident insurance policy to cover temporary total disablement when he was unable to work due to surgery on his back.

AXA asked for information to support the cause of the injury Mr N was complaining about, but it received differing accounts. Because of this AXA wasn't satisfied the claim was one it could cover. That's because the policy only offered cover for an injury caused by a sudden, unexpected, specific event which occurs at an identifiable time and place.

Mr N wasn't satisfied with AXA's position so complained to the Financial Ombudsman Service. An investigator considered his complaint and concluded that it shouldn't be upheld. He said the evidence AXA had been supplied with didn't provide any information about the cause of the injury, so AXA was entitled to decline the claim on that basis. The investigator did however go on to acknowledge there had been some delays in AXA's handling of the claim but that it had fairly compensated Mr N for this by offering to pay £75.

At the time Mr N had provided some further medical evidence to AXA so the investigator directed that AXA should review this and made a further decision about the claim based on that.

After reviewing the further evidence AXA said that it still didn't have enough information to conclude there was cover available under the policy. That's because the medical evidence Mr N provided didn't evidence the accident complained of occurring but rather provided an account given by Mr N to medical professionals eight months after the injury occurred.

Mr N remained unhappy so complained to this Service about AXA's second decision to decline cover. Our investigator agreed that AXA didn't have enough to determine that the claim was covered. Mr N doesn't agree so the matter 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.

Having done so, I don't agree that Mr N's complaint should be upheld. I'll explain why. As the investigator set out, the policy requires there to be an injury caused by a sudden, unexpected, specific event which occurs at an identifiable time and place before personal accident cover can engage.

In this case Mr N has given several differing accounts of how the injury that gave rise to his

back surgery occurred throughout the course of the claim to either AXA or their medical assessors. He's cited a fall from a loft, injury as a result of carrying tools, lifting and carrying out daily tasks for work such as crawling into lofts and under sinks, clearing his van out carrying a new radiator and latterly tripping over a toolbox at work. These are all different events. So, it's understandable that AXA would want to verify the cause of the injury to establish whether it fell within cover.

There was nothing in the initial medical evidence Mr N provided AXA with that determined the cause of the injury. And the further evidence he provided suggested the injury was as a result of tripping over a toolbox at work. But that information wasn't provided to the medical professionals he obtained evidence from at the time he says it occurred. Rather it was information Mr N provided to them eight months after he said the event occurred. And I'm not satisfied that Mr N has provided anything to suggest he sought medical assistance at the time of the event he's now claiming for.

It's of course quite possible that Mr N hurt his back during all the occasions he's described. But that doesn't mean AXA needs to cover his claim. The cause of the injury needs to be something sudden, unexpected, and specific rather than an accumulation of injuries. And in the absence of something contemporaneous to support this was the case, such as medical records from the time of a single injury that was the cause of the disablement, I can't say that AXA need to do anything further.

### **My final decision**

For the reasons set out above, I don't uphold T's complaint about AXA Insurance UK Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask T to accept or reject my decision before 9 October 2023.

Lale Hussein-Venn  
**Ombudsman**