

The complaint

Mr R is unhappy MetLife Europe d.a.c turned down a claim he made on his personal accident insurance policy.

What happened

In December 2022 Mr R suffered a burns injury to his leg. He claimed on his MetLife 'MultiProtect' policy which includes cover for accidental permanent injuries. MetLife turned down the claim. It said the policy covered third degree burns covering 20% of the body's surface area but the medical evidence didn't show Mr R's injury met that definition.

Our investigator accepted Mr R had suffered pain and difficulty as a result of his injury. But she agreed the medical evidence didn't show he met the definition set out in the policy. She thought MetLife had fairly turned down his claim.

Mr R didn't agree. He said we'd just provided the same answer as MetLife. So I need to reach a final decision.

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.

The relevant rules and industry guidelines say MetLife has a responsibility to handle claims promptly and fairly. It shouldn't reject a claim unreasonably.

I've looked first at the terms and conditions of Mr R's policy. Under the "*accidental permanent injuries*" section it says:

"we will pay the policy benefit shown in your policy schedule if an insured person suffers any of the following injuries as a result of an accident within 12 months of the date of such accident...third degree burns – covering 20% of the body's surface area"

The policy goes on to explain that means "*burns or scalds that involve damage or destruction of the skin to its full depth through to the underlying tissue and covering at least 20% of the body's external surface area*".

In this case I don't think it's in dispute Mr R suffered an extremely painful and distressing injury. However, the medical evidence from when he attended hospital doesn't show that met the definition set out in the policy. A medical report from the time says the burns he suffered were "*partial thickness and covered 3-4% of body*".

There's no other medical evidence which suggests otherwise. So I think MetLife correctly concluded the policy definition hadn't been met. I appreciate what I've said matches with the outcome MetLife gave but that's because I think it acted fairly. As our investigator said, if Mr R does have medical evidence to show his burns meet the policy definition, MetLife has confirmed it would review matters.

My final decision

I've decided not to uphold this complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 21 September 2023.

James Park
Ombudsman