

## **The complaint**

Mr G complains about American International Group UK Limited (hereafter “AIG”) declining his personal accident claim.

## **What happened**

Both sides are familiar with the background to this complaint, so I’ll only provide an overview of what happened.

Mr G had access to a group personal accident policy through his employer. It was underwritten by AIG and in 2023 Mr G made a claim for plantar fasciitis on it.

AIG declined that claim and said while the available evidence showed Mr G had been diagnosed with plantar fasciitis there was no evidence of it being caused by an accident. AIG said the plantar fasciitis appeared to have been due to gradual cause, which wasn’t something covered by the policy, and it maintained its decline following a complaint from Mr G too.

When Mr G approached this service he told us there was nothing in his medical records to indicate the plantar fasciitis was caused gradually. He said his condition had been accepted by other schemes that were related to his former employer, and AIG had previously told him it’d cover his claim were his condition to be accepted by one of those. So, Mr G said AIG should now pay his claim and cover his medical bills without delay.

Our investigator didn’t think AIG’s position was unreasonable. They said there wasn’t clear evidence of Mr G’s condition being caused by a specific accident, and Mr G’s account of what had caused his plantar fasciitis differed from what had been said in his medical records. Our investigator also said the policy required a claimant to show the injury they’d suffered had caused permanent disablement within two years of it occurring too. And that it seemed very unlikely Mr G would be able to demonstrate that. They also said that other than Mr G’s recollection of events there was no other evidence of a conversation where AIG had agreed to provide cover if another scheme did. And, it wasn’t unreasonable of AIG to have assessed Mr G’s claim against the terms of this personal accident policy.

Mr G disagreed with that opinion and asked that his complaint be reviewed by an ombudsman. He said the sequence of events set out by our investigator didn’t tie in with where he’d been located for work at the time, and he felt the bar was being raised each time he provided evidence which countered AIG’s position.

So the matter is now for 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 will not be addressing every point or argument raised. I will focus on those

matters I consider central to the outcome of this complaint and for the reasons I'll now explain I'll not be upholding it.

### The available cover

The personal accident cover available to Mr G was set out in the policy terms and conditions. They read:

*"If you suffer bodily injury during the period of cover which, within two years solely and independently of any other cause, results in death, permanent disablement, specified burns, specified fractures or hospitalisation, we will pay the total sum insured..."*

The terms and conditions also explained certain words held specific meanings, and that 'bodily injury' was defined as:

*"Injury to the body caused by an accident and not by any gradual cause..."*

So, it wouldn't be enough for Mr G to show that he had plantar fasciitis. He would need to demonstrate that his plantar fasciitis was caused by an accident and not a gradual cause, and that within two years of it being caused by that it'd solely and independently of any other cause led to permanent disablement.

### The available evidence

Both sides are aware of the medical evidence available in this complain so I won't recite it all again, but amongst it I note:

- Mr G's medical records, provided to AIG in February 2012 as part of a separate claim, show:
  - An entry from 21 November 2006 which says *"Problem (FIRST) Plantar Fasciitis"* and *"R heel pain since [a location I'll only call "A"] – came on while tabbing round the camp over uneven ground."*
  - An entry from 2 February 2007 which says *"Problem (FIRST) Heel bruise"* and *"Pain continues although there has been some improvement."*
  - A list of active problems and past problems, with Plantar fasciitis listed as a past problem.
- A restriction of duties medical certificate dated 21 November 2006 which reflects the above entry and gives a diagnosis of plantar fasciitis.
- Another restriction of duties medical certificate dated 2 February 2007 which also gives a diagnosis of severe bruised heels.
- A claim form completed by Mr G in 2013 which described the condition as occurring when he was jumping over a log whilst running through woods in a place I'll call "C".
- A claim form completed by Mr G in June 2023 which said he'd sustained his plantar fasciitis as a result of an accident that had occurred with *"Repetitive motion like running, jogging, walking, tabbing, standing for long periods of time or carrying a lot of weight putting a lot of pressure on the arch of both my feet."*

### Why I'm not upholding this complaint

Based on all the available evidence and arguments I'm not persuaded that it was unreasonable of AIG to reject this claim. I recognise Mr G will likely be further disappointed by this, but let me explain my reasons.

AIG had a responsibility to handle Mr G's claim promptly and fairly, and not reject it unreasonably.

The policy required Mr G to demonstrate that his plantar fasciitis was caused by an accident and not the result of gradual cause. But there's conflicting information about how Mr G's condition was caused and collectively I don't think the available evidence consistently identifies an accident.

I say this because the 2013 claim form said the condition had been caused by jumping over a log when running through woods in "C", whereas the 2006 entry from the medical records referred to it coming on while tabbing around a camp on uneven ground in "A". And further, the more recent 2023 claim form said it had been a result of repetitive motion like running, jogging, walking etc.

There is no specific or consistent accident that can be drawn from that, and I don't think it was unreasonable of AIG to find that the policy terms hadn't been satisfied here.

Mr G has told this service he filled the 2023 claim form out in the way he did because he had other arguments in mind – namely he says he needed to satisfy another body that his injury was due to his service at work, and had continued throughout that time. I thank him for providing this additional context, but it wasn't unreasonable of AIG to rely on the content of the evidence as it stood.

I am also mindful that the policy would have needed Mr G to demonstrate, that within two years of it being caused, his plantar fasciitis had solely and independently of any other cause led to a permanent disablement too. And I'm not persuaded this could likely be concluded from the available evidence at this point either, given the condition was diagnosed in 2006 but the medical records provided to AIG some six years later in 2012 listed it as a past problem and not an active one.

Mr G has also told this service his condition was accepted elsewhere and AIG had told him it'd accept his claim if it were.

Generally speaking I wouldn't expect an insurer to depart from the terms and conditions of its own policy and accept a claim just because another body or provider had done so. The policy Mr G had access to was underwritten to provide cover in the event of an injury to the body being caused by an accident, and the available evidence doesn't demonstrate that happened here. There's no evidence to corroborate Mr G's testimony about what AIG had said either. I have no reason to doubt what Mr G has said of course, but without more it'd be unfair of me to conclude that AIG had misled him and needed to take additional action to recognise the impact of that as a result.

I am sorry to hear about the difficulties Mr G's condition is causing him, but in the circumstances I'm not persuaded AIG declined this claim unreasonably. I am satisfied it reached reasonable conclusions based on the evidence made available to it and applied the terms and conditions of this policy fairly.

### **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 G to accept or reject my decision before 30 November 2023.

Jade Alexander  
**Ombudsman**