

The complaint

A company I'll refer to as L have complained that Covea Insurance plc turned down a claim under the 'personal accident for officials' section of their commercial insurance policy.

Ms M, a director of L, has complained on L's behalf.

What happened

L hold a commercial insurance policy with Covea. They claimed on their policy after a director of L sadly died in an accident. Ms M told us the director seemed to have suffered a non-fatal coronary while riding a motorcycle, causing him to lose control of the motorcycle and suffer a fatal fall.

Covea turned down L's claim. It said the policy excluded cover for death by someone engaging in motorcycling and it thought the motorcycling had contributed to the director's death. Covea said that if the director's death was due to a coronary then it also wouldn't be covered because the policy only provides cover for "*bodily injury caused solely and directly by violent external and visible means.*"

Ms M complained to Covea as she didn't think motorcycling was a causal element in the director's death. Instead she thought the non-fatal coronary had led to the accident, and it was that accident that caused the director's death. As Covea maintained that it had declined L's claim correctly, Ms M brought L's complaint to us.

Our investigator looked into L's complaint but didn't recommend it be upheld. He thought Covea had turned down L's claim in line with the terms and conditions of the policy.

Ms M didn't accept the investigator's view. She felt that the director's death met the definition of being caused solely and directly by violent external and visible means. She said that the riding of the motorcycle was immaterial, as the director's death wasn't caused by him riding a motorcycle. She asked for an ombudsman's 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.

L's policy provides cover in the event of an official sustaining an "*accidental **bodily injury** caused solely and directly by violent external and visible means in any **period of insurance** and such **bodily injury** directly and independently of any other cause results within twelve months in death...*"

The policy has an exclusion that says Covea will not be liable in respect of death caused by any official engaging in motorcycling.

The director's death certificate notes the cause of death as "*Blunt Force Injury to Chest in association with Coronary Artery Disease*".

Ms M believes that the coronary didn't lead to the director's death as if he hadn't fallen then the coronary wouldn't have been fatal. Covea doesn't seem to dispute this.

However, Ms M also believes the motorcycling was immaterial to the accident, as she feels the accident was caused by a chain of events, in which motorcycling was an incidental cause. In contrast, Covea has said the act of motorcycling was a major contributor to the accident. Covea has explained that motorcycling is a higher risk activity which could in itself bring on a coronary, and the nature of being on a motorcycle means the director was less protected than if in a car.

I accept that it was the coronary that most likely led to the director losing control of the motorcycle. But if he hadn't been on a motorcycle then it seems that he wouldn't have died, as it was losing control of the motorcycle which caused him to fall, rather than the coronary itself. So, I do think being on a motorcycle was a significant factor in the accident and not immaterial.

I recognise that the director might still have died if he'd been in another vehicle, such as a car. But Covea has chosen to specifically exclude certain activities which it feels are high risk. I do think this is reasonable and so, when considering all the circumstances of what happened in this particular case, I think Covea has applied this exclusion fairly.

Moreover, although the coronary didn't cause the director's death directly, I think it would be difficult to conclude that his death was 'solely and directly' caused by the fall.

I appreciate that this isn't the answer Ms M was hoping for, but I'm satisfied that Covea has acted in line with the terms and conditions of the policy and has acted fairly and reasonably in turning down L's claim.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask L to accept or reject my decision before 15 April 2021.

Sarann Taylor
Ombudsman