

## The complaint

Mr P complains that Covea Insurance plc declined a claim he made under his personal accident policy.

## What happened

Mr P held a personal accident policy, provided by Covea. Mr P was hospitalised between 3 and 20 May 2021 due to septic arthritis in his right shoulder. This was following a steroid injection he had around five days earlier for a tendon tear.

Mr P made a personal accident claim for the hospital stay. However, Covea declined the claim. It said there had been no accident, or bodily injury, as per the policy terms. Covea also said the problems in Mr P's shoulder were pre-existing. Unhappy with Covea's response, Mr P brought a complaint to our service.

Our investigator didn't think the complaint should be upheld, for the reasons Covea said. Except our investigator noted that the shoulder problems were not pre-existing. But overall, our investigator didn't think Covea had acted unfairly when it declined the claim.

Mr P didn't agree with the investigator's findings. He pointed out that the doctor had referred to an accident in his assessment. As no agreement was reached, the complaint 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.

Industry rules set by the regulator (the Financial Conduct Authority) say insurers must handle claims fairly and shouldn't unreasonably reject a claim. I've taken these rules, and other industry guidance, into account when deciding what I think is fair and reasonable in the circumstances of Mr P's complaint.

Mr P's policy provides a hospitalisation benefit in the event of an accidental bodily injury. "Accident/Accidental" is defined in the policy as follows:

*"A sudden and unforeseen event which happens by chance after the effective date and results in bodily injury or accidental death."*

Mr P's doctor noted in the claim form that Mr P had a steroid injection in a private practice, and "after the injection, he developed a personal accident sepsis and was admitted to the hospital". So, it seems that the cause of Mr P's injury was the steroid injection which led to sepsis.

For Mr P's claim to be covered, there first needs to have been an accident, as defined by his policy terms. Covea has said the steroid injection isn't an accident as per the above policy terms. I agree. I don't think having a planned or routine injection is "*a sudden and unforeseen event which happens by chance*". The medical notes also set out that there had been "*no recent trauma*".

I appreciate Mr P's doctor referred to "*a personal accident sepsis*". But for the claim to be covered, the sepsis needs to have been caused by an accident as defined in the policy terms. And as I've explained above, I don't think it was. For example, there's no suggestion that the needle slipped, or the doctor inserted the needle in the wrong place. If Mr P has further evidence that the injection was an accident as per the policy terms, he can send this to Covea in the first instance and ask it to reconsider the claim.

I'm sorry to disappoint Mr P but I don't think Covea acted unfairly or unreasonably when it declined his claim based on the information it had. This is because the circumstances of his claim aren't covered by the policy terms.

### **My final decision**

My final decision is that I don't uphold Mr P's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 14 January 2025.

Renja Anderson  
**Ombudsman**