

Ankenævnet *for* Forsikring

Den 21. januar 2026 blev i sag nr. 104091:

XXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXX

mod

AIG Europe Dansk filial af AIG
Bryggernes Plads 2
1799 København V

afsagt

k e n d e l s e :

Forsikringstageren har udstationeringsforsikring. I klageskema af 5/8 2025 har klageren bl.a. anført:

"1. Statement of claim, a brief outline of the case. A Supplementary statement may be enclosed.

The Claimant, [klageren], required major reconstructive surgery for 'Severe periodontitis' which had led to significant bone loss. Before proceeding, the policyholder ([familiemedlem1]) sought and received verbal confirmation from the insurer's agent, SOS International, that the procedure would be classified as a medical expense.

Relying on this assurance, the Claimant underwent surgery performed by a specialist oral and maxillofacial surgeon. Despite consistently referencing the prior verbal confirmation throughout the lengthy claims process, the insurer retrospectively applied a DKK 20,000 limit for 'regular dental treatment,' refusing to cover the majority of the ... cost.

We believe the insurer's decision is unjust as it stems from a misunderstanding regarding coverage, and it mischaracterizes complex reconstructive surgery as 'regular' dental work.

2. What specifically do you want to achieve from the insurance company /what do you want the insurance company to do?

We request that AIG Insurance review and overturn its original decision and honour the verbal commitment made by its agent. We ask that AIG process the claim as a medical expense and provide full reimbursement for the outstanding balance of the treatment costs, which amounts to DKK 46,352."

Selskabet har den 15/9 2025 til nævnet bl.a. redegjort for sagsforløbet og afgørelsen således:

"The Claimant is covered by an Expat Insurance through their employer [arbejdsgiver] with policy ... at AIG Insurance.

The claim was handled by SOS International, under the [arbejdsgiver] policy ... for Expat Insurance which is handled under the terms Group Plus ...

The Claimant filed his claim November 2, 2023, after the treatments had been made:

'In early 2023 I started experiencing fairly severe pain in my upper left jaw and beneath my left eye. It was determined that the cause of my pain was due to an infection in my jaw, and that the source of the infection was a molar tooth with decayed roots and significant bone loss.

The treatment was to remove the affected tooth, perform a sinus augmentation (to address the bone loss) and place a dental implant (ready for a crown in several months).

The timeline is as follow:

- *April 18, 2023 - Tooth extracted*
- *August 1, 2023 - Mould for implant guide taken*
- *September 22, 2023 - Sinus augmentation and dental implant (simultaneous operation)'*

The Claimant claimed 3 invoices: (Total ...)

(DKK 66.352,3 (SOS International has calculated the total amount DKK 66.630,49)

- 18/04/2023 ... (DKK 1.781,18)
- 01/08/2023 ... (DKK 6.862,65)
- 22/09/2023 ... (DKK 57.872,90)

April 2024, SOS International reimbursed DKK 20.000 to the Claimant, according to the max. amount on the policy letter (and terms).

The Claimant / Complainant hereafter made an objection that the claim should not be handled as dental treatment, but illness and medical expenses.

AIG answered the initial complaint June 13, 2025:

AIG must conclude that there is no documentation that the case should have been handled differently than under clause 19, and its maximum amount of DKK 20.000.

AIG must conclude that there is no documentation that any coverage commitment or promise was made that the claim would be handled according to specific clauses - including no documentation that the customer was informed that this clause also contained an amount and even a lower limit.

AIG must conclude that it has not been documented that only because the claimant was assured that the procedure would be classified under as a medical expense the claimant went ahead with the procedure but would have chosen a different course of action that would not have left him with such a large bill.

Answer to the complaint received from the Insurance Complaints Board August 12, 2025

The claimant believes the insurer's decision about dental coverage is unjust as it stems from a misunderstanding regarding coverage, and it mischaracterizes complex reconstructive surgery as 'regular' dental work.

As I read the complaint there are two issues to address in our answer.

- 1) Has the Claimant been misinformed by SOSI regarding the scope of coverage. Is this dental treatment part of the coverage for illness og dental.
- 2) Is complex constructive surgery due to periodontitis and bone loss considered regular dental work.

I will revert on the two statements.

The statement that the claimant has been misinformed by SOSI - emergency partner for AIG We have investigated and we have been informed by SOSI as follows.

'Unfortunately, there are no recorded phone calls saved from that long ago, and this is in accordance with GDPR legislation. The deletion rules at that time were 3 months, meaning calls to the emergency center were saved for 3 months, provided that the caller approved it at the beginning of the call. After 3 months, the calls were deleted, and they cannot be restored. Calls from the emergency center to third parties were not recorded back then, and they are not recorded today either. That being said, I have reviewed case ... and ..., and I see that there was no telephone contact with the insured. All correspondence between SOS International and the policyholder should therefore be in the case log.'

AIG don't find any documentation from the claimant side or from SOS International about SOS International have given any coverage commitment during a phone conversation about another claim.

According to Insurance Act §22, the insured must, if he makes a claim against the company, provide all available information regarding circumstances that may be relevant for the assessment of the insurance event for the determination of the amount the company is to pay, or for any coverage claims the company may have against others, **and the burden of proof belongs to the claimant / the complainant.**

It has not been documented from the claimant / the complainant that he has been given specific coverage commitment. This leads us to the second issue of the complaint:

Is complex constructive surgery due to periodontitis and bone loss considered regular dental work.

Constructive surgery due to periodontitis and bone loss is considered regular dental work and is regulated by clause 19 - Dental Treatment, which has a max amount of DKK 20.000 on the policy letter for the policy period January 1 , 2023 – January 1, 2024.

This clause covers, according to **clause 19.1:** *'Regular and necessary dental treatment to the sum which appears from the insurance policy per Insured per year including examinations, preventive treatment, orthodontic treatment, and dentures. The Insured shall submit all documentation material to the claim to SOS.*

On the other hand:

Clause 14 Illness and Medical Expenses covers, according to 14.1: *"The Insurance covers acute illness and/or accident or an unexpected aggravation of an existing illness or chronic illness during travel. In case of illness the Insured must contact SOS. The Insured must obtain a medical report documenting the diagnosis from the treating physician or the hospital. Furthermore, the Insured must sign an authorization to release information form which provides SOS authority to obtain all relevant medical information or records."*

Claus 14.2. Compensation, The Insurance covers reasonable and necessary expenses for 14.2.4: Dental treatment up to DKK 15.000.

AIG don't find any documentation for treating this claim under any other clause in the terms of the policy, than clause 19 or 14, which both have limited sums in covering dental treatments.

The insurance dos does not allow to combine the clauses, but one must be chosen based on a medically founded bases.

Medical conclusion about whether constructive work due to periodontitis and bone loss is a medical or dental or a dental procedure:

Treating the claim as dental treatment (either under clause 19 or clause 14) is also documented by the **medical advisor at SOS International, who states in her evaluation that the diagnose and procedure is purely dental illness and or dental treatment:** *'When a tooth is extracted due to an infection in the jaw, the cause of the infection is to be found dentally. It can be due to caries, due to tooth fracture, overloading of the tooth, a trauma etc. An infection originating in the nerve of the tooth or the surrounding periodontal tissue will eventually develop into the surrounding structures such as the sinuses and/or jawbone. To get rid of the infection, the cause must be treated. In some cases, the tooth that is the source of the infection is in such a bad condition that it is considered best to remove the tooth, in order to later replace it with a dental implant (or a fixed bridge or a removable denture etc.). Exactly like in this case. You can rarely immediately insert an implant after the tooth extraction. You have to wait a few months until the bone has healed as well as possible. After approx.. 3-4 months, you assess whether there is enough bone to screw an implant into. You often have to supplement the patient's own bone substance with some extra bone structure and sometimes you have to lift the base of the maxillary sinus to create enough height for an implant. Such an intervention is called a sinus lift or sinus augmentation. This intervention is typically carried out at the same time as the insertion of the implant. The sinus lift is a clear coherent treatment with the implant insertion. In the same way as incision and suturing are part of a tooth removal operation. Operations in the oral cavity as a result of dentoalveolar infections are to be regarded as dental treatment. Likewise, this sinus lift is an operation in connection with implant insertion.'*

Conclusion

We still find that the case has been handled correct according to the terms and conditions and the law in general. The claim is a dental claim, and the procedure carried out was a dental procedure. Secondly there is no evidence supporting any misinformation from SOS International or AIG,"

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Klageren har i brev af 15/9 2025 til nævnet bl.a. anført:

"We are writing in response to AIG's submission dated September 15, 2025.

We submit this reply in accordance with the Board's guidelines, as we are providing new factual evidence that directly refutes the insurer's claim that no contact regarding pre-approval occurred.

AIG state that SOS International (SOSI) reviewed the case files and found

'no telephone contact with the insured' and that

'AIG don't find any documentation from the claimant side... about... any coverage commitment during a phone conversation'.

This assertion is false.

We submit the following evidence proving a substantive call was made to the insurer's designated agent:

1. **Evidence A: Certificate of Expatriation Insurance.** This certificate provides a specific number for 'Claims service': +45 38 48 93 76.
2. **Evidence B & C: Phone Log Screenshots.** These logs show an outgoing call placed on March 14, 2023. The call lasted 14 minutes and 28 seconds. The number dialed was +45 38 48 93 76 — the same number provided on the Certificate of Insurance.

Conclusion:

This evidence shows that the insurer's claim of 'no telephone contact' is incorrect. While it cannot provide proof regarding the subject of the call, it does show that a substantive discussion (14 minutes) took place between the policyholder and the insurer's agent, via the insurer's designated contact number, before any treatment began.

During this call, as stated in our original complaint, the policyholder received verbal assurance that the procedure would be classified under 'Illness / Medical Expenses' (which the policy lists as 'Unlimited' coverage) and not under the 'Dental Treatment' cap of DKK 20,000.

The fact that SOS International either failed to log this 14-minute call or cannot otherwise locate it is an internal administrative failure on their part and does not negate the fact of the call. Our decision to proceed with the ... treatment was a direct result of the assurances given by AIG's agent during this proven conversation."

Selskabet har i brev af 24/10 2025 til nævnet bl.a. anført:

"In this response, we will revert to an earlier case with SOSI no. ... — a case about a superficial injury of ankle and foot from November 2022. This case has no relevance to the complaint other than the complainant refers to this case with a telephone call from March 14, 2023.

The complainant has provided evidence of a telephone call from March 14, 2023. A call that is prior to this case/incident.

... – dental illness – the subject of the complaint registered November 6, 2023

... – injury to ankle and foot – not relevant for this complaint. February 27, 2023, and closed on March 15, 2023.

There is no record of a question about dental illness for [klageren]. And if there had been a question about dental injury, the complainant would have been advised to file a claim in this regard, before there would be any kind of pre-approval of coverage.

It is obligatory for all claims handlers to secure and document any decision of approval. If the matter of dental illness had occurred during a conversation about the complainants ankle and foot injury or any other claim/incident, we would have registered a new case in this regard.

We registered the dental illness case on November 6, 2023 – and the absolute first point of action was to request for documentation for dental care and treatment 2 years back, as the coverage does not apply if the Insured has not had regular check-ups and treatment, according to the insurance terms.

This clause in the insurance terms also gives proof to the fact that the insurance does not support the statement from the customer that an advisor at SOSI should have given verbal confirmation of coverage in the case about the ankle and foot injury.

In can see in the case log that, we had to request for the dental journals on several occasions. It is not until December 18, 2023, that we receive the first dental records – in these I can see, that the complainant has regular check-ups and cleaning on May 16, 2023, August 21, 2023, and October 10, 2023.

SOSI asked for dental records back to 2022 – and there is a discussion with the complainant's [familiemedlem1] whether he could be exempted from giving dental records quote:

'Hi [selskabet], thank you for responding to me - it's been quite a few messages now that were unanswered. Before responding on request for dental records can I please recheck if it is needed? [klageren] was covered under my expat insurance while we were in [udland1]. Previously SOS/AIG exempted me from providing previous dental records as it was a new expatriation contact, leading to a new policy. As we had moved country (now twice) it becomes increasingly difficult to provide full dental records – when the insurance policy should cover the treatment in any case.' January 19, 2024, mail from [familiemedlem1].

SOSI answer January 24, 2024:

Dear [familiemedlem1]

Please find the policy conditions below.

The reason we have covered your claim is because it was a normal dental checkup without any treatment and in these situations, we do not ask for documentation for earlier checkups and treatment and also because the amount was very low.

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Your husband's claim is very high with special dental treatment and that is why we ask for documentation for earlier checkups. I hope this clarifies the issue, otherwise feel free to contact me again.

19. Dental Treatment

19.1 Cover

The insurance covers regular and necessary dental treatment to the sum which appears from the insurance policy per Insured per year including examinations, preventive treatment, orthodontic treatment, and dentures

The Insured shall submit all documentation material to the claim to SOS.

19.2 Exclusions

Cover does not apply to:

19.2.1 Dental treatment if the Insured has not had regular checkups and treatment.

Best regards

[selskabet]

Mail from [familiemedlem1] February 2024:

Please see below thread where [klageren] offered evidence of checkups in [udland1].

Is this not sufficient? The issue comes from the request for records in [udland2] – which we don't have available without recontacting local dentist in ...

Please also check call records associated with this policy.

We called the help line to confirm this procedure would be covered, in advance of starting any treatment.

Many thanks,

[familiemedlem1]

On February 5, 2024, SOSI sends this email to [familiemedlem1]:

On March 20, 224 SOSI receives the documentation they need to finalize the claim.

Dear [familiemedlem1],

I cannot see any calls regarding pre-approval of this treatment and must inform you, that we still need the requested documentation before we are able to evaluate the claim.

Best regards

[selskabet]

Conclusion

There is no evidence of a pre-approval of the treatment for dental illness. There is nothing to support, that there has been any confirmation/decision about coverage for dental illness in March 2023. And furthermore, it is standard procedure for the claims handler to always make a note of any pre-approval, and a new case would have been registered in March 2023 – that is not the case. Furthermore, SOSI would always request dental records two years before any kind of approval and last complex constructive surgery due to periodontitis and bone loss is considered regular dental work:

Constructive surgery due to periodontitis and bone loss is considered regular dental work and is regulated by clause 19 - Dental Treatment, which has a max amount of DKK 20.000 on the policy letter for the policy period January 1, 20023 – January 1, 2024.

We still find that the case has been handled correctly according to the terms and conditions and the law in general. The claim is a dental claim, and the procedure carried out was a dental procedure. Secondly there is no evidence supporting any misinformation from SOS International or AIG. We do not have any further comments."

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Nævnet har fået forelagt bilag fra sagen, hvoraf nogle gengives nedenfor. Af police af 1/1 2023 fremgår bl.a.:

"Effective Date : January 1, 2021
Policy period : January 1, 2023 - January 1, 2024
Date of Maturity : January 1
...
Illness & Medical Expenses : DKK Unlimited Pursuant to clause 14
...
Dental Treatment : DKK 20.000 Pursuant to clause 19"

Af selskabets brev af 3/4 2024 til klageren fremgår bl.a.:

"Hearby maximum coverage for dental treatment by the policy DKK 20.000"

Af forsikringsbetingelserne fremgår bl.a.:

"14. Sygdom

14.1 Dækning

Forsikringen dækker ved akut opstået sygdom og/eller tilskadekomst eller begrundet mistanke herom.

Desuden dækkes udgifter i forbindelse med bestående sygdom eller kronisk lidelse.

Ved sygdom skal SOS straks underrettes. Forsikrede skal fremskaffe lægeerklæring indeholdende diagnose fra behandlende læge eller hospital, samt på anmodning give SOS' læge adgang til relevante sygejournaler og andre væsentlige dokumenter.

14.2 Erstatning

Forsikringen dækker rimelige og nødvendige udgifter til:

...

14.2.4 Behandling af akut tandsygdom, op til DKK 15.000.

...

14.3 Undtagelser

Forsikringen dækker ikke udgifter til:

...

14.3.6 Tandbehandling, hvor forsikrede ikke har fulgt normal tandpleje med regelmæssige eftersyn og behandling.

14.3.7 Enhver efterbehandling af tidligere tandskader betalt af AIG.

...

19. Tandlægebesøg

19.1 Dækning

Forsikringen dækker udgifter til regelmæssige, nødvendige tandlægebesøg med op til den i policen angivne forsikringssum pr. forsikrede pr. år, inklusive undersøgelse, forebyggende behandling, tandregulering og tandproteser.

Dokumentation for afholdte udgifter skal indsendes til SOS.

19.2 Undtagelser

Forsikringen dækker ikke:

19.2.1 Tandbehandling, hvor forsikrede ikke har fulgt normal tandpleje med regelmæssige eftersyn og behandling.

19.2.2 Enhver efterbehandling af tidligere tandskader betalt af AIG."

Nævnet udtaler:

Klageren indsendte den 2/11 2023 tre regninger for tandlægebesøg på i alt 66.352,30 kr. Selskabet har anerkendt dækning på 20.000 kr. med henvisning til forsikringens dækningsmaksimum for tandlægebesøg. Klageren ønsker, at selskabet "overturn its original decision and honour the verbal commitment made by its agent. We ask that AIG process the claim as a medical expense and provide full reimbursement for the outstanding balance of the treatment costs, which amounts to DKK 46,352".

Klageren har anført, at "This evidence shows that the insurer's claim of 'no telephone contact' is incorrect. While it cannot provide proof regarding the subject of the call [placed on March 14, 2023], it does show that a substantive discussion (14 minutes) took place between the policyholder and the insurer's agent, via the insurer's designated contact number, before any treatment began. During this call, as stated in our original complaint, the policyholder received verbal assurance that the procedure would be classified under 'Illness / Medical Expenses' (which the policy lists as 'Unlimited' coverage) and not under the 'Dental Treatment' cap of DKK 20,000. The fact that SOS International either failed to log this 14-minute call or cannot otherwise locate it is an internal administrative failure on their part and does not negate the fact of the call. Our decision to proceed with the ... treatment was a direct result of the assurances given by AIG's agent during this proven conversation".

Selskabet har anført, at "there is no documentation that the case should have been handled differently than under clause 19, and its maximum amount of DKK 20.000". Selskabet har anført, at "there is no documentation that any coverage commitment or promise was made that the claim would be handled according to specific clauses, including no documentation that

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the customer was informed that this clause also contained an amount and even a lower limit". Selskabet har anført, at "The complainant has provided evidence of a telephone call from March 14, 2023. A call that is prior to this case/incident ... – injury to ankle and foot – not relevant for this complaint. February 27, 2023, and closed on March 15, 2023". Selskabet har anført, at "If the matter of dental illness had occurred during a conversation about the complainants ankle and foot injury or any other claim/incident, we would have registered a new case in this regard". Selskabet har anført, at "it has not been documented that only because the claimant was assured that the procedure would be classified under as a medical expense the claimant went ahead with the procedure but would have chosen a different course of action that would not have left him with such a large bill".

Det fremgår af police af 1/1 2023, at "Policy period : January 1, 2023 - January 1, 2024 ... Illness & Medical Expenses : DKK Unlimited Pursuant to clause 14 ... Dental Treatment : DKK 20.000 Pursuant to clause 19".

Det fremgår af skadeanmeldelse af 2/11 2023, at "In early 2023 I started experiencing fairly severe pain in my upper left jaw and beneath my left eye. It was determined that the cause of my pain was due to an infection in my jaw, and that the source of the infection was a molar tooth with decayed roots and significant bone loss. The treatment was to remove the affected tooth, perform a sinus augmentation (to address the bone loss) and place a dental implant (ready for a crown in several months). The timeline is as follow: • April 18, 2023 - Tooth extracted • August 1, 2023 - Mould for implant guide taken • September 22, 2023 - Sinus augmentation and dental implant (simultaneous operation)".

Af selskabets brev af 3/4 2024 til klageren fremgår, at "Hearby maximum coverage for dental treatment by the policy DKK 20.000".

Det fremgår af selskabets brev af 15/9 2025 til nævnet, at "medical advisor at SOS International ... states in her evaluation that the diagnose and procedure is purely dental illness and or dental

treatment: 'When a tooth is extracted due to an infection in the jaw, the cause of the infection is to be found dentally. It can be due to caries, due to tooth fracture, overloading of the tooth, a trauma etc. An infection originating in the nerve of the tooth or the surrounding periodontal tissue will eventually develop into the surrounding structures such as the sinuses and/or jaw-bone. To get rid of the infection, the cause must be treated. In some cases, the tooth that is the source of the infection is in such a bad condition that it is considered best to remove the tooth, in order to later replace it with a dental implant (or a fixed bridge or a removable denture etc.). Exactly like in this case. You can rarely immediately insert an implant after the tooth extraction. You have to wait a few months until the bone has healed as well as possible. After approx.. 3-4 months, you assess whether there is enough bone to screw an implant into. You often have to supplement the patient's own bone substance with some extra bone structure and sometimes you have to lift the base of the maxillary sinus to create enough height for an implant. Such an intervention is called a sinus lift or sinus augmentation. This intervention is typically carried out at the same time as the insertion of the implant. The sinus lift is a clear coherent treatment with the implant insertion. In the same way as incision and suturing are part of a tooth removal operation. Operations in the oral cavity as a result of dentoalveolar infections are to be regarded as dental treatment. Likewise, this sinus lift is an operation in connection with implant insertion".

Det fremgår af forsikringsbetingelserne, at "**14. Sygdom** 14.1 **Dækning** Forsikringen dækker ved akut opstået sygdom og/eller tilskadekomst eller begrundet mistanke herom. Desuden dækkes udgifter i forbindelse med bestående sygdom eller kronisk lidelse. Ved sygdom skal SOS straks underrettes. Forsikrede skal fremskaffe lægeerklæring indeholdende diagnose fra behandlende læge eller hospital, samt på anmodning give SOS' læge adgang til relevante sygejournaler og andre væsentlige dokumenter. 14.2 Erstatning Forsikringen dækker rimelige og nødvendige udgifter til: ... 14.2.4 Behandling af akut tandsygdom, op til DKK 15.000 ... **19. Tandlægebesøg** 19.1 **Dækning** Forsikringen dækker udgifter til regelmæssige, nødvendige tandlægebesøg med op til den i policen angivne forsikringssum pr. forsikrede pr. år, inklusive undersøgelse, forebyggende behandling, tandregulering og tandproteser".

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Nævnet bemærker, at det er klageren, som skal bevise rigtigheden og størrelsen af sit krav.

Efter en gennemgang af sagen finder nævnet, at der ikke er grundlag for at kritisere selskabets afgørelse.

Nævnet har blandt andet lagt vægt på, at det fremgår af forsikringsbetingelserne, at forsikringen dækker tandlægebesøg med op til den i policen angivne forsikringssum pr. forsikrede pr. år.

Nævnet har også lagt vægt på, at det fremgår af police af 1/1 2023, at forsikringens dækningsmaksimum for tandlægebesøg i forsikringsperioden 1/1 til 31/12 2023 er 20.000 kr. Nævnet bemærker i den forbindelse, at sagen vedrører tandlægebesøg i forsikringsperioden, og at selskabet har dækket klagerens tandlægebesøg med 20.000 kr.

Nævnet har tillige lagt vægt på selskabets oplysning om, at "medical advisor at SOS International ... states in her evaluation that the diagnose and procedure is purely dental illness and or dental treatment". Det fremgår bl.a., at "Operations in the oral cavity as a result of dentoalveolar infections are to be regarded as dental treatment". Nævnet bemærker i den forbindelse, at klageren ikke har godtgjort, at der er tale om akut opstået sygdom og/eller tilskadekomst eller begrundet mistanke herom eller udgifter i forbindelse med bestående sygdom eller kronisk lidelse, jf. forsikringsbetingelsernes punkt 14.

Nævnet har desuden lagt vægt på, at klageren ikke har godtgjort, at SOS International har givet tilsagn om at yde dækning ud over det angivne dækningsmaksimum. Nævnet bemærker i den forbindelse, at klageren har oplyst, at familiemedlem1 den 14/3 2023 talte med SOS International i 14 minutter og 28 sekunder, og at tandlægebehandlingen først blev påbegyndt den 18/4 2023 ifølge klagerens tidslinje i skadeanmeldelse af 2/11 2023. Nævnet bemærker videre, at klagerens forsikringssag om dækning af "injury to ankle and foot" ifølge selskabet blev lukket den 15/3 2023, hvorfor det efter nævnets opfattelse forekommer overvejende sandsynligt, at

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klagerens familiemedlem1's telefonsamtale den 14/3 2023 med SOS International vedrørte klagerens skade "injury to ankle and foot".

Det, som klageren i øvrigt har anført, kan ikke føre til andet resultat.

Som følge heraf

b e s t e m m e s :

Klageren får ikke medhold.



Jørgen Steen Sørensen

formand