

The complaint

Mr B has complained that Western Provident Association Limited trading as WPA failed to inform him about an invoice for treatment he received.

What happened

Mr B has a private medical insurance policy, underwritten by WPA. Mr B chose shared responsibility for treatment to pay 25% of any invoice up to a maximum of £1,000.

In 2022, Mr B contacted WPA about a claim. WPA set the claim up and reminded Mr B about his shared responsibility. It also sent him a letter authorising outpatient tests and investigations.

In 2023, Mr B had further treatment and WPA received a number of invoices. Mr B is unhappy about an invoice for treatment which took place in April 2023.

Mr B complained to WPA and unhappy with its response, referred his complaint to the Financial Ombudsman Service.

Our investigator looked into the complaint but didn't think WPA had done anything wrong. Mr B disagreed and asked for an Ombudsman's decision. In summary he says WPA should ensure treatment providers set out their fees in advance.

So the case 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.

Having done so, I don't think this complaint should be upheld. I'll explain why.

The background to this matter is already well known to both parties and has been set out in some detail by our investigator. So I won't repeat the facts here but will instead focus on what I consider to be key to my conclusions.

The relevant rules and industry guidelines say an insurer should handle claims promptly and fairly and shouldn't unreasonably reject a claim.

The policy terms say: *"When you receive treatment, the contract is formed between you and the provider, be that a hospital, specialist, or a therapist. A contract does not exist between US and your treatment provider."*

In 2022, WPA had written to Mr B and it clearly explained he should contact WPA for preauthorisation before any further treatment. Mr B did not contact WPA for preauthorisation in 2023 for treatment he had in April 2023. But WPA paid the invoices it received in line with the terms and conditions. And Mr B was asked to pay his 25% share. However Mr B was unhappy that one of the three invoices was sent to him in June 2023 for treatment he'd had

in April 2023. He said he wasn't expecting it and nobody had told him about it.

As explained by the investigator, WPA has no control over when it receives invoices from treatment providers and so it couldn't have let Mr B know in advance. And as Mr B did not contact WPA for preauthorisation, it isn't reasonable to expect it to inform Mr B of what to expect. In any case, I think WPA's terms and conditions are clear about the cost of treatment and that Mr B would need to speak to the treatment provider about this.

If Mr B remains unhappy with the timing of the third invoice he received in 2023, he may be able to make a complaint to the treatment provider directly. In this case, I can't fairly say WPA should have done anything differently as the contract for treatment is between Mr B and the treatment provider. WPA did as expected by paying its share of the invoices in a timely fashion. So I won't be asking it to do anything more.

My final decision

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 20 September 2024.

Shamaila Hussain
Ombudsman