

## **complaint**

Ms N complains that Metlife Europe Services Limited unfairly declined a claim under her accident protection insurance.

## **background**

On Saturday 19 July 2014, Ms N met with a representative of Metlife and signed an application form for accident protection insurance.

The application was sent to Metlife and was received by them on 23 July 2014. The policy was registered and came into force on the same date.

On 22 July 2014, Ms N was involved in an accident. She was taken to hospital and discharged later the same day. Ms N continued to suffer from the effects of the accident and was admitted to hospital again in August 2014.

Ms N made a claim for hospitalisation benefit under her insurance policy. The claim was declined by Metlife for two reasons.

Firstly Metlife say Ms N was not insured until the day after the accident happened and so hospitalisation benefit is not payable.

They also say that as she must be covered under the policy for 12 months before she can claim hospitalisation benefit, her admission to hospital in August is not covered.

The adjudicator didn't think that Metlife had done anything wrong. Ms N appealed.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances. Having done so, I don't uphold this complaint. I'll explain why.

I am satisfied from the evidence I have seen that Ms N's accident protection policy did not come into force until 23 July 2014 - the day after her accident.

Although the application for insurance was signed on 19 July 2014, the application had not been received or accepted by Metlife until 23 July 2014. Whilst Ms N believes the policy should come into force from the date the application was signed, insurance cover does not come into force until an application has been accepted by the insurer. This is made clear on the application form, which said cover would commence from the date shown on the policy schedule.

Having looked at the terms of the policy, I think that Metlife has declined the claim fairly. Ms N's initial accident and her later admission to hospital do not meet the rules of the policy.

Ms N also makes the point that she paid the full premium for the month of July when in fact her policy did not start until 23 July 2014. But the policy terms and conditions make clear that premiums are payable monthly in advance throughout the term of the policy. So the premium Ms N paid covered her from the start date for one month, when the next premium would have become due.

I understand that Ms N will be disappointed by my decision but I don't find that Metlife has treated her unfairly or contrary to the terms of her policy. This being so I don't uphold her complaint.

Having considered all of the evidence, I have reached  
**my final decision**

For the reasons given above, my final decision is that I do not uphold this complaint and I make no award against Metlife Europe Services Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms N to accept or reject my decision before 19 February 2016.

Lindsey Woloski  
**ombudsman**