

The complaint

Mr J is unhappy with AXA PPP Healthcare Limited because it won't continue to pay claims in full for fee-limited specialists.

What happened

Mr J raised a claim with AXA in March 2019. The treatment required specialist oversight and so Mr J arranged to see a doctor with the relevant experience. But when AXA received the invoice for Mr J's treatment, it said this exceeded the limit on his policy.

AXA said it had limits for the cost of treatment associated with Mr J's condition. It said this information was readily accessible for consumers and detailed in the policy terms, but conceded on this occasion, this wasn't the case. To put things right, AXA agreed to cover the specialists' fees in full in May 2019.

Mr J arranged for further treatment with the same specialist in March 2020, to which AXA, when it received the invoice, reiterated this exceeded the policy limit and so Mr J would need to pay the remaining costs. Mr J disagreed and reminded AXA of his previous experience and that AXA had agreed to cover his specialist's costs. But AXA said that offer was solely for the previous treatment and wasn't supposed to be extended indefinitely. But Mr J disagreed. Mr J said he was given conflicting information when he complained and that this caused him distress. AXA then agreed, in October 2020, that it would fund the shortfall for any fee-limited specialists Mr J chose to see for the remainder of the policy year – which was until February 2021 – effectively three months' worth of treatment.

Our investigator thought that was fair. She accepted Mr J was given conflicting information when he discussed this with AXA. She also highlighted AXA recognised this. She said Mr J had been aware of AXA's approach to fee-limited specialists for some time and so she didn't think AXA needed to do anything more in respect of this complaint because its offer was fair.

Mr J disagreed. In summary, he said the investigator didn't understand his complaint. He referred to phone calls he had with AXA where he was given conflicting information. He explained his claim has had an adverse effect on his wellbeing as he's found it unnecessarily time consuming and stressful. He said the offer AXA made should be extended indefinitely – that's to say that it should always pay the shortfall for any costs associated with fee-limited specialists as this is what he was promised. And so, it's for me to make a final 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.

Having done so, I've decided the offer made by AXA is fair and so I won't be asking it to do anything more in respect of this complaint. My reasons for doing so are similar to those already explained by our investigator in that I think AXA's offer fairly reflects the level of upset and confusion caused, and I'm satisfied this puts things right. I'll explain why.

Mr J's policy terms say about this issue;

"3.4 > Who can provide your treatment;

Your policy covers you for treatment that is;

- *medical practitioners*
- *complementary practitioners*
- *physiotherapists*

We will pay for their normal charges for the treatment. We will not pay if the charges for your treatment are higher than they would normally charge for that treatment [...]

Agreements with medical practitioners, physiotherapists and complementary practitioners on what we will pay in the UK.

In the UK, we have a schedule of procedures and fees that sets out the limits that we will pay medical practitioners, physiotherapists and complementary practitioners. If you do not call us prior to treatment we will pay up to the usual amount charged by medical practitioners, physiotherapists or complementary practitioners for that treatment."

The specialist Mr J saw wasn't part of AXA's fee-agreed specialists' network and therefore, for the purposes of my final decision, he's a fee-limited specialist. That means AXA will only pay up to a certain amount for treatment provided by specialists that aren't part of its fee-approved network.

When Mr J first made a claim for the specialist's costs in March 2019, AXA made its position clear on this point. I'm satisfied that happened because it told Mr J, he would need to cover the remaining costs for his treatment, once it'd settled the invoice in line with its policy limits. However, AXA agreed to cover the treatment costs in full, because it agreed the limits weren't accessible or clear enough. I understand why AXA did this at that time and I thought it was a fair way to resolve the issue.

Mr J subsequently expected this offer to continue indefinitely, which I think is unreasonable, simply because the policy limits for fee-limited specialists were unclear. The reason I say this is unreasonable is because from March 2019, he was made aware of the limitations surrounding this element of cover and so I don't think it reasonable AXA continue to provide cover in these circumstances. I'm satisfied Mr J ought reasonably to have been aware of the policy limits as he was told about them when he first brought his claim.

Mr J then complained that he was given mis-leading, or conflicting information, when he called again the following year. But I disagree. I say that because Mr J was simply told his policy wouldn't cover the full costs associated with his specialist treatment – which he was told initially. And so, the adviser he spoke with was simply reiterating the policy terms and that there was a limit attached to fee-limited specialist treatment. But because Mr J complained again, AXA eventually agreed to cover those associated costs for the remainder of the policy – which was around three months' worth of cover.

I thought this was a very fair offer as AXA effectively extended the policy coverage to accompany Mr J and his specialist treatment. AXA didn't need to do this, however, it decided this was the right thing to do for Mr J. AXA went on to extend this offer because it noted Mr J didn't claim for any specialist treatment during this time and so has said it'll continue to offer cover for three additional months. Mr J declined this offer, however, I must say that I thought it very fair in the circumstances and more than I would've asked it to do. I say that because I'm satisfied AXA's original offer wasn't an indefinite one, and I'm satisfied Mr J was fully aware, or ought to have known the treatment with his chosen specialist was subject to fee-

limitations.

Mr J has consistently said throughout his complaint that those involved have misunderstood the crux of the issues. But I note that's been in response to those that have disagreed with his position. To be clear, Mr J would like AXA to continue to fund his chosen specialist's fees in full – and I'm saying that's not fair or reasonable. The offer made by AXA is fair and it's for Mr J to say whether he'd like to accept it. I also noted Mr J's suggestion that I request call recordings of the conversations he had with AXA because he thought it would better explain his issues with AXA, but I don't consider that necessary in the circumstances. I say that because it's not in dispute Mr J was given conflicting information at times, but I think the offer made by AXA fairly puts things right here.

My final decision

My final decision is that the offer of three months' worth of treatment with Mr J's chosen specialist made by AXA PPP Healthcare Limited is fair.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 21 February 2023.

Scott Slade
Ombudsman