

The complaint

Ms G complains about how AXA PPP Healthcare Limited handled the claims she made under her private health insurance policy, and the service she received.

What happened

Ms G held a private health insurance policy with AXA since 1 December 2016 on a moratorium basis. But she cancelled the policy on 3 March 2022 because she wasn't happy with the service she'd received from AXA.

Ms G is unhappy with several aspects of AXA's service. But the key issues are that AXA didn't handle Ms G's claim for lung cancer appropriately (which included several different appointments, referrals and diagnostic tests), and that she felt discriminated against due to the requirements of the ID verification process to gain access to AXA's online GP service.

Overall, Ms G says AXA deliberately confused and misled her, and it delayed and avoided making decisions on her claim. Ms G wants AXA to refund her all the premiums she paid since 2016.

AXA acknowledged it hadn't always given Ms G a good level of service. In recognition of this, it paid one of the consultant's invoices (£195) which wasn't otherwise covered under the policy. But overall, AXA said it had considered Ms G's claims for treatment in line with the policy terms and conditions. AXA also said that the online GP service was provided by another business that was required to comply with the relevant data protection regulation when verifying customers. Unhappy with AXA's responses, Ms G brought a complaint to our service.

One of our investigators looked into Ms G's complaint. Having done so, she thought that AXA had treated Ms G fairly and reasonably. Overall, she didn't think there was anything else it needed to do, to put things right.

Ms G didn't agree with our investigator's findings. 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.

Firstly, I note that Ms G has invited me to get in touch with her for further information in support of her complaint. But I'm satisfied Ms G has had the opportunity to send us all the information she wants me to consider when reaching my decision. And having considered everything, I'm satisfied I have enough information to make a fair and reasonable decision on Ms G's complaint.

It might also be helpful if I explained that my role is to address and make a decision on what I consider to be the crux of Ms G's complaint about AXA. And in doing so, I'm required to address what I think is material to the outcome of the complaint. So, while I won't comment on every detail Ms G has raised, I have read and considered all the information available when reaching my decision.

Ms G's claim for lung cancer

Ms G got in touch with AXA in November 2021 as she wanted to see a consultant due to chest pains and shortness of breath. But the consultant Ms G wanted to see was an oral specialist. AXA said Ms G would need a referral from a GP to confirm the specialist she needed to see.

Ms G saw a GP in December 2021 who referred her for a chest x-ray. But AXA said GP referred diagnostic tests weren't covered under the policy – only those referred by a specialist were. The GP said there were no red flags for cancer and the chest pains were likely due to costochondritis. But Ms G was concerned about lung cancer so she wanted to see an oncologist. AXA said it would need to know what type of specialist was required before being able to recommend one.

Following this, AXA said it would allow for the chest x-ray, but the GP would need to confirm which specialist would be needed for AXA to provide Ms G with names of consultants. Ms G then self-referred herself to see an oral specialist in January 2022 who had treated her previously.

The oral specialist said Ms G had previously been treated in the oral and maxillofacial department. He said that based on a surveillance CT scan in October 2021, there was *"no evidence of recurrent disease at primary site but new findings of multiple bilateral lung and pleural metastases"*. The consultant referred Ms G to an oncologist.

I don't think AXA has acted unfairly or unreasonably here. It wasn't clear what type of specialist Ms G needed to see, and the GP referral this didn't specify this. I also don't think AXA was unreasonable in asking why Ms G wanted to see an oral specialist when she was experiencing chest pains. I think AXA acted fairly and reasonably when it allowed Ms G to have the chest x-ray under her policy, even when this wasn't recommended by a specialist, as set out in the terms of the policy.

Ms G joined AXA on a moratorium basis. This meant that she wouldn't have cover for treatment of medical problems she had in the five years before she joined until she'd been a member for two years in a row, and she'd had a period of two years in a row, since she joined, that had been trouble-free from that condition.

AXA noted that the oral specialist said Ms G had had cancer in 2014, and the treatment ended in 2015. As Ms G's policy started in 2016, this meant that the cancer fell within the moratorium terms. AXA also noted that the new cancer diagnosis was metastatic, which suggested it had spread from the previous cancer. So, AXA said it needed to establish if Ms G had had two years trouble-free before it could confirm whether this was something the policy covered or not. AXA explained to Ms G that it needed to look into the medical evidence to see if her condition would be pre-existing under the terms of the policy, and it asked Ms G for further information in order to review this.

I don't think AXA acted unfairly or unreasonably when it said it needed more information before confirming if Ms G's claim was covered or if it would be considered as pre-existing under the terms of the policy. This is because Ms G's claim was for cancer, and she'd had cancer in the last five years before taking out the policy.

Following this, AXA authorised Ms G to see the oncologist the oral specialist had referred her to. But AXA said it would need a report from the oncologist before it would consider covering any further treatment. However, Ms G asked to see different specialist at a specified hospital instead. AXA provided Ms G with the names of two specialists she could see at her specified hospital. Following this, Ms G said both had declined a consultation, so she needed AXA to provide names of other consultants. But before AXA could do anything further, Ms G cancelled her policy.

I note that Ms G did have the consultation with the oncologist AXA had authorised, and AXA paid for this. Even though AXA didn't know this at the time, I don't think it's unreasonable that AXA didn't authorise any further consultations. It had said that it would need to see a report from the oncologist before authorising any further treatment.

Overall, I can see that there were some service issues on AXA's end, such as not calling Ms G back as promised. But I think what AXA has done to put things right by authorising and paying for a consultation and diagnostic test that weren't otherwise covered under the policy terms is fair and reasonable in the circumstances. I don't think there's anything else it needs to do, to put things right.

AXA's online GP service

Ms G says she's been discriminated against as she hasn't been able to access this service. Our service doesn't have the power to determine whether there has been a breach of the Equalities Act 2010 – only a court can do that. But I am required, amongst other things, to take into account relevant law when considering what's fair and reasonable.

Under the terms of Ms G's policy, she needs a GP referral to see a specialist, but this doesn't need to be through AXA's online GP service. AXA has said that the service provider has been in touch with Ms G to provide advice with the account registration and asked her to get in touch if she needed more help. AXA has also explained that the service is required to adhere to the relevant data protection regulations when verifying patient identity.

I'm satisfied AXA has tried to help Ms G with the problems she encountered, and this hasn't prevented Ms G from making a claim on her policy. Overall, I don't think AXA has treated Ms G unfairly or unreasonably.

My final decision

My final decision is that I don't uphold Ms G's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms G to accept or reject my decision before 12 April 2023.

Renja Anderson
Ombudsman