

The complaint

Mr R has complained that AXA PPP Healthcare Limited failed to pay for treatment authorised under his group private health insurance.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving the reasons for my 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 agree with the conclusions reached by the investigator for these reasons:

- Having confirmed that Mr R's back pain wasn't due to a pre-existing condition AXA authorised 20 sessions under 'physiotherapy, osteopathy and chiropractic treatment'. Mr R asked if this included massage and was advised if it was classified as physiotherapy then this was fine. AXA initially paid for some treatments then realised the treatment wasn't in fact eligible and advised Mr R. It agreed to pay for the treatment he'd paid for due to its error. I think that was fair.
- When Mr R supplied evidence of the treatments he'd had he was told he would be paid within 3-5 days. I think that would have been reasonable. However AXA later reneged on this. It advised it wouldn't pay for the treatment because it couldn't verify the payments made by Mr R.
- AXA had serious concerns about a document that Mr R submitted showing the treatments that he had. It refers to Mr R's policy which entitled it to refuse to pay a claim if it is wholly or partly false. The Centre where Mr R says he had the treatments denied that they produced the document or that the person whose first name appeared on the letter worked there. As it was unable to authenticate the document, AXA declined to pay the invoice. I do understand why AXA had concerns. Nevertheless, when it contacted the Centre the owner confirmed that Mr R's first name was listed against some of the dates with a mobile telephone number – although Mr R says he didn't need to book he just walked in to the Centre and would see whoever was available. AXA wasn't able to make contact with the owner again to verify the details.
- Mr R denied that he had created or edited the document. He had previously explained that the establishment only took cash payments. He has sent in some evidence of cash withdrawals. Although I'm not able to determine the authenticity of the document produced, I am satisfied that Mr R *did* have the treatments for which he is claiming. AXA confirmed initially that it would pay for them and therefore should do so.

- AXA won't cover massage unless it's with a recognised specialist, such as a physiotherapist, whom it authorises. But Mr R wasn't specifically advised of this. He chose the Centre he attended because of its proximity to his home. Overall, I find his evidence credible. There is no dispute that he was suffering from back pain. I find that he had the treatments he claimed for and was told would be covered.
- I'm satisfied too that there have been delays in processing this claim. Additionally, the matter has caused Mr R distress, inconvenience and financial hardship whilst waiting for reimbursement. I find compensation is due and that £150 is fair in all the circumstances.

My final decision

My final decision is I uphold this complaint.

I require AXA PPP Healthcare Limited to pay the invoice submitted by Mr R, subject to any applicable excess.

It should pay interest on the sum due at 8% simple from 15 February 2023 until settlement.

I require AXA PPP Healthcare Limited to pay Mr R £150 in compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 4 September 2023.

Lindsey Woloski
Ombudsman