

## **The complaint**

Mr T complains because AXA PPP Healthcare Limited refused to pay for consultations under his private medical insurance policy.

## **What happened**

Mr T's broker contacted AXA PPP to obtain authorisation for medical treatment under Mr T's private medical insurance policy.

Mr T had a number of treatment sessions but subsequently discovered that AXA PPP had only authorised one consultation.

AXA PPP agreed to pay for a total of four consultations which took place before 31 January 2023. AXA PPP said it wouldn't pay for any consultations which took place after that date as the doctor which Mr T had seen (who I'll refer to as 'Dr H') was no longer authorised by AXA PPP.

Unhappy, Mr T complained to AXA PPP before bringing the matter to the attention of our service.

One of our investigators looked into what had happened and said she didn't think AXA PPP had acted unfairly or unreasonably in the circumstances. Mr T didn't agree with our investigator's opinion so the complaint has been referred to me to make a decision, as the final stage in our process.

## **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.

I'm very sorry to hear about both Mr T and his wife's ill-health. I have no doubt that the circumstances surrounding this complaint will have added to Mr T's stress at what was already a very difficult time.

Mr T's broker wasn't acting as an agent for AXA PPP. The broker was acting on behalf of Mr T. AXA PPP isn't responsible for the broker's actions. The broker is an independent entity, separate and distinct from AXA PPP, and is regulated by the Financial Conduct Authority in its own right. If Mr T wishes to complain about his broker's actions, then he'd need to direct a complaint to the broker in the first instance before our service could consider the matter as a second complaint.

Industry rules set out by the regulator say that insurers must handle claims fairly and shouldn't unreasonably reject a claim. I've taken these rules into account when making my final decision about Mr T's complaint.

During a call with AXA PPP in December 2022, Mr T's broker asked for approval for an initial consultation with Dr H. And I'm satisfied that AXA PPP made it clear to the broker during this telephone call that only an initial consultation was being approved. I don't agree with Mr T's

assertions that AXA PPP's position was tantamount to accusing him of fraud. I think it was both factual and accurate for AXA PPP to state that it had made Mr T's agent, the broker, aware that only one consultation with Dr H was covered.

I don't think AXA PPP acted unfairly or unreasonably by failing to confirm in writing what had been agreed. AXA PPP is entitled to decide its own commercial practices and it's not AXA PPP's commercial practice to provide written confirmation of treatment approval unless requested. AXA PPP told the broker, acting on behalf of Mr T, what was being approved and I don't think it needed to do any more than this.

So, AXA PPP never withdrew cover from Mr T. Instead, Mr T was never approved for more than an initial consultation with Dr H. I understand Mr T feels that he received unqualified authorisation to proceed with a series of consultations, but I'm satisfied there was no communication failing on the part of AXA PPP about what treatment was being authorised.

I don't think it's reasonable to conclude that AXA PPP should have contacted Mr T to tell him that Dr H's recognition had been withdrawn in these circumstances. AXA PPP was unaware that Mr T was having ongoing sessions with Dr H. If Mr T or his agent, the broker, had contacted AXA PPP to seek authorisation for further sessions beyond the initial consultation then AXA PPP would have had the opportunity to confirm that Dr H was no longer recognised by it.

The fact that AXA PPP approved multiple sessions of other consultations in the past doesn't mean that it made an error by only approving an initial consultation with Dr H. It's not necessarily unusual for an initial consultation to be approved first, with follow-up sessions being subsequently approved if necessary. AXA PPP doesn't need to provide any medical justification for only approving an initial consultation, this is how private medical insurance generally works. And approving an initial consultation with Dr H was all that AXA PPP was asked to do.

I've seen evidence that AXA PPP made Dr H aware of the requirement to re-apply for recognition in October 2022. It was for Dr H to make his own arrangements to do this, and I don't think it's unreasonable for AXA PPP to have expected Dr H to inform his patients that he was no longer recognised. There's no record of Dr H sending AXA PPP any invoices relating to Mr T's treatment prior to April 2023.

While I think AXA could have been clearer in its explanations to Mr T about its requirements for re-recognising Dr H, I don't think any of the misunderstandings or miscommunications surrounding coverage for the consultations with Dr H were due to AXA PPP's actions.

It's clear that Mr T feels strongly about what has happened and I can certainly appreciate his frustration. I've taken into account Mr T's comments about similar issues experienced by his wife with a different claim but I don't think this is relevant to whether AXA PPP acted unfairly or unreasonably when dealing with his claim.

I'm sorry to disappoint Mr T but I don't think AXA PPP acted unfairly or unreasonably in the circumstances and I won't be directing it to do anything more.

### **My final decision**

My final decision is that I don't uphold Mr T's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 26 June 2024.

Leah Nagle  
**Ombudsman**