DRN-5243424

The complaint

Ms T is unhappy with the service she received from AXA PPP Healthcare Limited when she needed medical attention under her global healthcare plan ('the policy').

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. 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.

I can see that Ms T has been through a very difficult and worrying time with her health and I have much empathy for the situation she found herself in. I know she'll be very disappointed but for the reasons I'll go on to explain, I don't uphold her complaint.

AXA has an obligation to handle insurance claims fairly and promptly.

A couple of days after the policy was sold, Ms T became unwell and a few days after that sought medical attention. She contacted AXA to pre-authorise treatment and was told that she wasn't covered for outpatient treatment.

An outpatient is defined by the policy terms as: "a patient who attends a hospital, consulting room, or out-patient clinic and is not admitted as a day-patient or in-patient".

I'm satisfied that unless a doctor advised that she be admitted to hospital as a day or in patient, in line with the policy terms, AXA fairly concluded that any initial consultation would be an outpatient appointment. And as Ms T hadn't taken out optional outpatient cover, that wouldn't be covered under the policy.

I can understand why Ms T was upset and worried, given her symptoms and how she was feeling. But I don't think AXA acted unfairly by not agreeing to cover costs outside the terms of the policy, particularly when she could've opted to include that cover for an additional premium but chose not to.

I'm also satisfied that AXA fairly told Ms T that if she was admitted as an in or day patient, it would require a medical practitioner's form to be completed and returned to assess whether cover was in place, in line with the policy terms.
Again, I can understand why Ms T was concerned this may delay things or that she would be left paying medical costs if she went ahead, and AXA later decided that it wouldn't cover medical costs in light of the information on the medical practitioner's form. However, given the basis on which the policy was underwritten and the time between Ms T taking out the policy and becoming unwell, I'm satisfied that AXA acted fairly by wanting to understand whether her symptoms or condition were pre-existing (as defined by the policy terms) before confirming cover for any in or day patient costs.

I appreciate that Ms T said that she didn't have pre-existing medical conditions, but I think it's fair and reasonable – and standard industry practice – for an insurer to want a medical professional to confirm this.

So, I think AXA acted fairly and reasonably after Ms T contacted it to inform it of her symptoms and needing medical attention.

Ms T also says that she wasn't told about being able to access a virtual doctor. In the circumstances of this case, when Ms T wanted to go to hospital for medical attention, I don't think it was unreasonable for AXA not to mention the virtual doctor service when she contacted it to pre-authorise her claim as there was no indication from Ms T that she was unable to find or see a doctor for treatment at the time.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss T to accept or reject my decision before 12 March 2025.

David Curtis-Johnson
Ombudsman