

The complaint

Ms T is unhappy with the way in which her global healthcare plan ('the policy') was sold to her by AXA Global Healthcare (UK) Limited.

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 her situation. I know she'll be very disappointed but for the reasons I'll go on to explain, I don't uphold her complaint.

The sale of the policy

AXA didn't recommend the policy to Ms T. However, when selling the policy to her, AXA still had an obligation to provide clear, fair and not misleading information about its key features.

I've listened to the sales call, and I'm satisfied that AXA acted fairly and reasonably when selling the policy to her.

During the call, she was given information about the policy, including its' cost, what it covered, what could be added as an optional extra and some key exclusions (including that Ms T wouldn't be covered for any pre-existing medical conditions).

Ms T was told that the policy covered inpatient and day patient charges but unless added as an extra, it didn't cover outpatient costs. Ms T was asked whether she wanted a quote which included outpatient cover and she declined.

Ms T was also asked whether she wanted to read the policy documents before she went ahead with buying the policy and she confirmed that she didn't. She was asked to read the policy documents carefully once received after the sales call.

If she needed medical care, Ms T was also told that AXA may ask her to get a medical information form completed by her medical practitioner to approve a condition (before verifying a claim). That's in line with the policy terms under the section entitled: "making a claim".

On the balance of probabilities, I'm satisfied that Ms T was provided with the policy documents after the call. I've seen an online screenshot showing a summary of her policy details. There's a section on "policy documents" but the screenshot ends before showing if or what hyperlinks are included under that section. Based on my experience, and

considering there are hyperlinks under a section for 'your cover' which includes a link to Ms T's healthcare statement, I think it's more likely than not that a link to the policy documents was included under the 'policy documents' section.

The policy documents included definitions for (and so set out the differences between) inpatient, day patient and outpatient care. Unless specifically asked, I don't think AXA was required to go through the differences in detail during the sales call. AXA's representative did explain during the call that optional outpatient cover would include seeing a doctor and/or specialist and having minor diagnostic tests like x-rays up to a stipulated financial limit.

So, relevant to this complaint, I'm satisfied that Ms T was given enough information about the policy not having outpatient cover included and that she would possibly need to have a medical practitioner's form completed before AXA would confirm whether medical treatment was covered.

I accept that Ms T wasn't told during the call that if the medical practitioner charged for providing this information, AXA wouldn't cover that cost. However, that's not unusual with these types of policies and even if Ms T should've been told that during the call (which I make no finding on), I don't think that would've put her off taking out the policy at the time. Further, the information is contained within the policy terms.

I'm also satisfied that Ms T was told about the policy including access to a virtual doctor service during the sales call. And there was more information about this in the policy terms.

Overall, I'm not persuaded that the policy was mis-sold.

The Call in February 2024

A couple of months before being sold the policy, Ms T contacted AXA about buying a health insurance policy to cover the period of time she was going to be in a particular country, she was intending to travel to.

Because of the number she called, I'm satisfied that there was a misunderstanding as AXA's representative assumed that Ms T wanted a global health care plan at that time. She began explaining this to Mrs T and then taking some personal data for Ms T. When it became clear later in the call that Ms T wanted a local insurance policy for the country she was intending to visit, AXA's representative said she couldn't assist with that, and Ms T would have to contact another number. I'm satisfied that the representative apologised for the confusion and said that she would contact Ms T with the number she would need to call.

I'm satisfied that the apology given at the time fairly and reasonably put things right for the confusion caused during the call. Having listened to the call, I'm satisfied that AXA's representative acted professionally throughout. There were points during the call when she had to ask Ms T to repeat things and to confirm spellings, but I think that was due to the phone line seemingly cutting out in places.

AXA accepts that it has no record of AXA's representative contacting Ms T to give her the number. However, I don't think that impacted Ms T as I've seen nothing to show that she chased this at the time, and she ended up with the policy (referred to above).

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms T to accept or

reject my decision before 12 March 2025.

David Curtis-Johnson
Ombudsman