DRN-5356175

## The complaint

Mrs B has complained that AXA PPP Healthcare Limited paid an invoice for treatment she didn't fully receive under a private medical insurance policy.

## What happened

In August 2024 Mrs B underwent surgery, the full costs of which were covered by AXA, less the excess amount.

AXA subsequently sent her two claim update letters, which included itemisation of the treatments that it had paid for. She then queried the costs for two physiotherapy sessions.

AXA said that Mrs B would have to take up any issues around the standard of treatment with the hospital itself.

Our investigator thought that AXA had acted reasonably. Mrs B disagrees and so the complaint has been passed to me for a 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.

Mrs B says the first session that has been billed for was on 8 August 2024. She'd only just come out of surgery and the therapist came to introduce himself and left his card in case she wanted to arrange some physio sessions later.

The second occasion was when Mrs B attended as an outpatient for a physio session. She says that therapist just took some details and then gave her a list of exercises to do at home. AXA received bills for these sessions at a cost of £304.32 each.

To be clear, although Mrs B has talked about being charged £600 and how she would like a refund of £600, she hasn't had to directly pay these costs herself. More accurately, Mrs B is asking AXA to seek reimbursement of these costs from the hospital. I do however take her point that these things ultimately contribute to an increase in premiums for herself and other policyholders.

Whilst Mrs B is unhappy that AXA paid these bills in the first place, it's reasonable that it should pay invoices from providers. It had approved the treatment in advance, so would be expecting the invoices, and I wouldn't expect it to check with policyholders that they found the treatment acceptable, prior to making payment.

The terms of the policy state:

*'Your treatment is provided though a separate agreement between you and your treatment provider. The date(s) you receive your treatment is part of that agreement.'*

AXA wasn't party to the events of 8 August 2024 or 22 August 2024. Also, it doesn't own the hospital and the hospital is not its subcontractor, it is a supplier. As such, AXA wouldn't be in a position to investigate what happened. Therefore, I consider it appropriate that it referred her to the hospital's own complaints procedure.

Whilst AXA did tell Mrs B that she would need to follow up directly with the hospital, it also told her about the action it would take independently.

I've seen the phone notes of when Mrs B called to discuss this issue with AXA on 23 September 2024. The adviser said that AXA could speak to the hospital but Mrs B felt there was no point in doing that as it would ask what the bill was for, the hospital would say it was for physio and that would be that.

Mrs B then spoke to a senior adviser. She was told that AXA audits the hospitals it uses, that it would be wrong to charge for treatments that didn't happen and that it would query this with the hospital. It said that it looked at bills and picked up on fraudulent costs.

AXA's final response letter, dated 26 September 2024, explained that it paid invoices in good faith at the agreed rate. However, it reassured her that it had recorded her concerns and that the matter had been raised with its provider management team who would review the matter and make contact with the hospital if they felt it was appropriate.

It makes sense that AXA wouldn't want to pay for services that haven't been provided. And I'm satisfied that its response, in saying it would look into the matter further, was reasonable. I wouldn't expect AXA to share the details of any action in relation to its suppliers with Mrs B.

I've thought very carefully about what Mrs B has said but, overall, I'm unable to conclude that AXA has done anything wrong. I consider it was reasonable for it to signpost her to the hospital's own complaint procedure if she was unhappy with the level of service she received. It was also reasonable that it informed her that her comments would feed into its own audit procedures.

## My final decision

For the reasons set out above, I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 15 April 2025.

Carole Clark
**Ombudsman**