

The complaint

Mr L complains about the way AXA PPP Healthcare Limited, trading as AXA Health, has handled a claim made under his private medical insurance policy.

Mr L has been represented by a family member throughout the complaint process, however, for ease of reading I will only refer to Mr L in this decision.

What happened

Mr L had previously held private medical insurance with his employer but upon leaving that employment in 2023 he took out a personal policy with AXA to provide continuous cover, including for any pre-existing medical conditions.

Mr L visited his GP as he was suffering from sleep problems and difficulty breathing. He was advised to see a maxillofacial surgeon - AXA provided the details of three consultants. In August 2023, Mr L saw one specialist who advised that he would need jaw surgery. However in January 2024, Mr L was advised that neither that consultant, nor the orthodontist, which the consultant had recommended he see, would be able to provide him with the treatment he needed.

Mr L then asked AXA for details of more consultants, but the three provided were unable to perform this surgery either. When asked to provide other options, AXA repeated the details of two consultants which had been given previously. In May 2024, Mr L located a consultant who was able to perform the surgery, however, this required a lengthy journey of approximately 150 miles from his home.

Unhappy with the way his claim had been handled, Mr L complained to AXA. He said that it had caused delays in his treatment. And he said AXA repeatedly requested procedure codes, when these had already been given. He was also unhappy that his orthodontic treatment wouldn't be covered. AXA said that it was the responsibility of the consultants to update their information on its register and that this had caused some of the issues when trying to locate a suitable specialist. AXA reiterated that his policy didn't provide cover for orthodontic treatment and so any costs relating to this wouldn't be considered. But it did accept that it hadn't handled Mr L's case as well as it could have and offered a total of £600 in compensation.

Mr L remained unhappy with this response and brought his complaint to this service. Our investigator looked into the matter and agreed that there were failures in how AXA handled the claim. However, she found that the compensation offered to Mr L was reasonable. Mr L disagreed with our investigator. He said when they give the details of a consultant to a policyholder, AXA should ensure that they can provide the required treatment quickly. He didn't think that the compensation offered was enough to compensate for costs incurred in having to travel such a distance for treatment, nor for the delays caused when spending several months seeing a consultant who ultimately couldn't provide the treatment. He also said that the orthodontic treatment wasn't just dental care but was necessary to put right the damage following surgery and therefore it should be covered. He felt he should be provided

with a premium refund for the year as he was unable to benefit from the policy due to these delays.

As no agreement could be reached the matter has been passed to me to decide.

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.

Both parties are aware of what has happened and therefore the above is intended to provide just a summary of the situation. I fully appreciate Mr L's strength of feeling on the matter and I want to reassure him that I've seen and considered the detailed submissions that have been provided about his complaint. But it is important to point out that we're an informal dispute resolution service, set up as a free alternative to the courts for consumers. In deciding this complaint I've focused on what I consider to be the heart of the matter rather than commenting on every issue or point made in turn. This isn't intended as a discourtesy to Mr L. Rather it reflects the informal nature of our service, its remit, and my role in it.

I would also point out that when considering disputes between consumers and financial businesses, we take what the rules that govern us describe as 'relevant considerations' into account, including the law, codes, and good practice. But ultimately, I'm not bound to follow the legal position, and any decision made is based on what I think is fair and reasonable in all the circumstances. This can mean any decision made may be different to what a court would decide when strictly applying legal rules.

I've noted Mr L made a complaint to AXA about the way it handled a Subject Access Request (SAR). Our investigator advised that these types of complaints are more appropriately handled by the Information Commissioner's office (ICO). I understand Mr L has since advised that this is not being pursued with our service. I won't be making a finding on this aspect.

The provision of consultants and delays

Mr L has complained about the suitability of the consultants that AXA provided to him. The first consultant Mr L saw was unable to do the surgery required as the hospital he worked from didn't have the appropriate surgical equipment required. However, it took approximately five months and several consultations and tests before Mr L became aware of this. Mr L says AXA should have been aware that this consultant wouldn't be able to complete his surgery and is responsible for the consultant's failings and the delay.

The purpose of the private medical insurance policy Mr L has with AXA is to provide cover for the costs of any authorised medical treatment – not to specifically arrange and/or carry out the private medical treatment. This is the responsibility of the consultant or hospital. This is also stipulated in the policy under section 6.1 Rights and responsibilities where it states "*The provision of the treatment itself, including the date(s) of the treatment, will be the subject of a separate agreement between you and your treatment provider*". Therefore, AXA isn't responsible for the quality of treatment or care provided to Mr L. I note that Mr L has made complaints directly with these providers.

I appreciate that it took several months for the first consultant to advise Mr L that he couldn't do the required surgery. Mr L says AXA should've known the hospital didn't have the equipment needed before sending him to see the consultant. But I don't agree. AXA wouldn't have been aware of exactly what treatment was required by Mr L until such time as he had seen the consultant, and a treatment plan created. And as I understand it, the consultant

required Mr L to see a specialist orthodontist before knowing exactly what was needed, which also added to the timeframe. So, I'm not persuaded that AXA is responsible for any delay in Mr L's treatment.

The consultants that AXA then provided to Mr L weren't suitable either, for various reasons such as they weren't the right type of surgeon, or they no longer worked at the hospital detailed. Mr L said that this has led to delays in his treatment. He said AXA is responsible for ensuring it provides access to fast treatment locally and it hasn't been able to do this.

AXA has said that it requires all its recognised consultants to sign up to a register and to provide details of their specialties and information regarding where they practice. This is this data that it uses when providing information to policyholders about suitable specialists. AXA says it is the consultants' responsibility to ensure that the information on the register is up to date and accurate.

I understand why Mr L feels that AXA needs to take responsibility for the information it holds and provides to policyholders. But my role does not include the powers to tell a business how to operate, that is the responsibility of the regulator. So, I cannot tell AXA to change its processes.

AXA has commented that this procedure is quite unusual and the number of cases it has authorised in recent years is very low. Mr L says his consultant disputes this is unusual treatment. This apparent contradiction clearly concerns Mr L, and I can see why that would be. However, I don't think that either statement is necessarily inaccurate; if AXA isn't aware of many cases requiring this treatment and has difficulty finding someone local, as in Mr L's case, I can appreciate why it has made that comment. In contrast, Mr L's new consultant, who does have the required skills and equipment, will likely see more patients requiring this surgery. I don't think this means AXA has commented inappropriately about the nature of the treatment.

However, AXA has accepted that there were difficulties in finding an appropriate specialist to provide the treatment Mr L required. It acknowledged that it made mistakes such as duplicating the names of specialists and repeating requests for procedural codes when the information had been provided. I've also seen that there were delays in responding to correspondence and calls. I've noted the impact this condition was having on Mr L and I'm therefore in no doubt of the frustration this episode has caused him and the stress he was put under waiting to hear if AXA was going to approve his treatment. AXA has apologised for these errors and provided £600 compensation.

Mr L doesn't think that this sum goes far enough to compensate for the errors and the fact that he is now having to incur additional travel costs due to the location of his new consultant. So, Mr L wants his additional expenses to be reimbursed too. He also wants AXA to reimburse him for the premium he paid for that year as he feels he was unable to use the benefit as a result of AXA's handling of his claim.

I've thought about this carefully. As mentioned previously, it's clear that there were mistakes made by AXA for which it has compensated Mr L. When reviewing the policy, it doesn't provide cover for additional travel and accommodation costs incurred to obtain treatment. At the time of Mr L informing AXA he was going to seek treatment with this new consultant, it was still trying to find consultants in his local area. I cannot say for certain what the outcome of this search would have been, but I'm persuaded that AXA was doing what it could to find someone in a more convenient location. So I'm satisfied that the compensation is fair and reasonable in the circumstances.

In relation to the premium refund, insurance policies are intended to cover the risk of an uncertain event happening over the duration of the contract. An insurer is entitled to retain the benefit of the premium paid to cover the risk during that time, even if no successful claim has been made under the policy. While I'm aware that there were some delays when trying to seek appropriate treatment for this condition, this wasn't all AXA's responsibility. And this didn't preclude Mr L from making another claim on the policy if he had needed to in that year. I'm not persuaded that AXA should refund the policy premium.

Orthodontic treatment

Mr L's treatment plan also requires him to have orthodontic treatment, in the form of braces. AXA has refused to provide cover for this treatment as it says there is no cover for dental treatment under the policy. Mr L states this isn't dental treatment but a requirement for braces to put right damage that will be caused following the necessary surgical procedure.

The policy states the following:

'You do not have cover for treating dental problems or any routine dental care including oral surgery, treatment of cysts in the jaw that are tooth related or are of a dental origin, this also means we will not pay any fees for dental specialists, such as orthodontists, periodontists, endodontists or prosthodontists...'

We will cover the following types of dental surgery when you are referred for treatment by a dentist:

- *Reinserting your own teeth after an injury*
- *Removing impacted teeth, buried teeth and complicated roots*
- *Removal of cysts of the jaw (sometimes called enucleation).'*

Insurance policies aren't designed to cover every eventuality or situation. An insurer will decide what risks it is willing to cover and set these out in the terms and conditions of the policy document. I'm persuaded that it is appropriate for AXA to consider the treatment Mr L needed under the dental section of the policy. This only has limited cover as detailed above. And doesn't include cover for braces. It also specifically states it will not provide cover for dental specialists, such as orthodontists. I'm satisfied that it is fair and reasonable for AXA to decline cover for the braces Mr L requires alongside his surgery.

My final decision

For the reasons mentioned above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 26 June 2025.

Jenny Giles
Ombudsman