

The complaint

Mr L complains about AXA PPP Healthcare limited and its decision to decline a claim under his private medical insurance policy.

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

What happened

The background leading up to this complaint is known by both parties and therefore I won't go into detail here. I've provided a brief summary of events below:

- In 2023, Mr L was advised he needed open jaw surgery by a consultant whose details were provided by AXA. He had several consultations, diagnostic tests and was seen by an orthodontist. In January 2024, Mr L was advised this consultant couldn't perform the surgery.
- Several months later, Mr L found a suitable consultant and surgery was planned for October 2024. When the X-rays were reviewed Mr L was found to have a cyst which would need to be removed before the open jaw surgery could be performed. This would delay his treatment for an additional three months.
- AXA declined the claim for the surgery to remove the cyst as it says cysts of a tooth/dental origin are not covered.
- Mr L says this cyst was visible when he saw the original consultant in 2023 and AXA are responsible for the actions of their consultants. So, he thinks AXA should pay for the surgery to remove the cyst, along with the associated costs of travel and overnight accommodation. He also thinks AXA should refund some of the premium paid for the policy.
- Our Investigator didn't uphold the complaint. He said the medical evidence was clear this was a tooth cyst. And he didn't think AXA were responsible for the previous consultant. Mr L disagreed.

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.

The relevant rules and industry guidelines say that insurers must handle claims fairly and should unreasonably reject a claim. I've taken these rules into account when deciding what I think is fair and reasonable in the circumstances of Mr L's complaint.

It is worth pointing out at this stage that another complaint has been brought to this service about the previous consultant and actions taken by AXA to find another specialist to perform

the surgery. I won't be commenting on this matter in this complaint. I will be focussing my response on whether AXA should be paying for Mr L's surgery to remove the cyst.

The policy terms and conditions

The relevant policy terms state the following:

4.37 > Teeth and dental conditions

Our cover for treating teeth and dental conditions depends on whether you have the Dentist and Optician Cashback Option.

Cover for all members

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 oral surgery when you are referred for treatment by a dentist:

- reinserting your own teeth after an injury*
- removing impacted teeth, buried teeth and complicated buried roots*
- removal of cysts of the jaw (sometimes called enucleation).*

From reviewing the above, I'm satisfied the policy is clear that cover isn't provided for any treatment for cysts in the jaw which are caused originally by a problem with a tooth.

Has AXA unfairly declined the claim for treatment of the cyst?

It's important to state that I'm not a medical professional. So to reach any decision on Mr L's claim, it is necessary for me to rely on the information from those medical experts he consulted with.

I've seen a letter from Mr L's consultant dated 23 September 2024 which states that Mr L is suffering from a "*cyst related to a chronically peri-apically infected upper left first molar tooth*".

AXA has stated that as the cyst is tooth related, there isn't cover under the policy terms. Having considered the terms detailed above, along with the information provided by the consultant, I'm persuaded that the cyst originated in the tooth and therefore AXA has acted fairly when declining to cover the surgery to remove this cyst. I'm aware that a procedure code was provided for the removal of cysts of the jaw, however, the medical evidence available doesn't appear to support that the cyst originates from the jaw. So this doesn't alter my outcome.

I'm aware of Mr L's strength of feeling regarding the previous consultant's actions and I do understand why he believes AXA should be held responsible for what he feels is a failing to identify the cyst at an earlier stage. Despite my natural sympathies for the position Mr L now finds himself in, I'm not persuaded this means AXA should be paying for his treatment, any additional expenses or refund of premium. The claim isn't covered by the policy and AXA isn't responsible for the clinical advice provided by the consultants and other medical professionals Mr L has seen. The policy states under section 6.1 Rights and responsibilities, that the "*provision of the treatment itself, including the date(s) of the treatment, will be the*

subject of a separate agreement between you and the treatment provider". If Mr L is unhappy with the treatment provided by a clinician, he should refer his complaint to the individual concerned, which I'm aware he has done.

Taking everything into account, I'm satisfied that AXA's decision not to pay for this treatment is fair and reasonable. I don't require it to do anything more.

My final decision

As detailed 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