

The complaint

Mrs O is unhappy with how AXA PPP Healthcare Limited (AXA) has handled her private medical insurance claim.

What happened

The background to this complaint is well-known to both parties. So, I've simply set out a summary of what I think are the key events.

Mrs O has a private medical insurance policy with AXA.

In May 2024, Mrs O contacted AXA for authorisation of therapy sessions. AXA confirmed up to 20 sessions and an email was sent to Mrs O.

The provider of the sessions contacted Mrs O. It requested Mrs O to make up a shortfall on the fees. She said no-one at AXA informed her that she was over any limit, and she was led to believe she had 20 sessions. Mrs O cancelled the following sessions she had. She also received three further letters from the provider to inform her that sessions she'd already attended needed to be paid by her.

Mrs O made a complaint to AXA. It issued a final response and said no error had been made by AXA and the request for the shortfalls to be paid were correct.

Unhappy, Mrs O brought her complaint to this service. Our investigator didn't uphold the complaint. She didn't think AXA had done anything wrong.

Mrs O disagreed and asked for the complaint to be referred to an ombudsman. So, it's been passed to me.

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.

Having done so, I'm sorry to disappoint Mrs O but I won't be upholding the complaint. I'll explain why.

The relevant rules and industry guidelines say that AXA has a responsibility to handle claims promptly and fairly. And it shouldn't reject a claim unreasonably.

AXA emailed Mrs O on 15 March 2024. The email confirmed Mrs O's membership scheme includes benefit for £1,000 of eligible out-patient treatment per person, per membership year. And her policy renewal date was on 1 April 2024.

The email dated 18 March 2024 confirmed that Mrs O had authorisation for 20 sessions which had to be taken within six months. It also said the authorisation was subject to the

conditions of her policy, that Mrs O was responsible for ensuring there was adequate outpatient cover on her policy for the treatment provided and that she may be liable to pay for any sessions received outside of the policy allowances. The email further provided contact details for AXA and the provider should Mrs O have had any further questions.

There's an outpatient allowance on Mrs O's policy of £1,000. The policy document on page 6 confirms that an outpatient limit applies to specialist consultations, diagnostic tests, practitioner therapist and acupuncturist charges. On page 8, it confirms that mental health treatment is paid for from the outpatient allowance. And on page 43, it states:

'We will cover your treatment for mental health conditions up to the levels shown in your benefits table.'

I've considered that Mrs O received a benefit statement dated 26 July 2024 which confirmed that she had used up her outpatient allowance. But Mrs O continued with a further two sessions in August 2024. And I've taken into account that Mrs O has claimed on her policy previously and, on balance, it's likely she would have been aware of how the outpatient allowance worked on her policy. This was because she had communication with AXA about the allowance at the time in 2023.

I note Mrs O's comments that she hadn't financially budgeted for this cost and that she would never have paid a hugely inflated price for the sessions had she needed to source these directly. I understand but based on the information available, I don't think AXA has acted unfairly. It informed Mrs O of the number of sessions, the outpatient allowance available for the policy year and I don't think it delayed informing her of the shortfall as she received benefit statements that showed the amounts due as expected.

Mrs O has also commented whether AXA receives any form of commission or payment from additional charges levied by the provider. I can't comment on this as it's not our role to interfere with how a business makes its commercial decisions. Our role is to decide on the individual merits of a complaint.

To conclude, in the circumstances of this complaint, I'm sorry that the situation has caused Mrs O further stress and anxiety. But I'm not persuaded that AXA acted unfairly or outside the terms and conditions of Mrs O's policy. It follows that I don't require AXA to do anything further.

My final decision

For the reasons given above, I don't uphold Mrs O's complaint about AXA PPP Healthcare Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs O to accept or reject my decision before 8 May 2025.

Nimisha Radia
Ombudsman