

The complaint

Mr A has complained about the way AXA PPP Healthcare Limited handled a claim he made on a private medical insurance policy.

What happened

Mr A's complaint is threefold:

- He had to change specialists due to AXA wrongly authorizing a specialist who was not fully covered under the policy.
- That AXA would not fully pay for two Platelet Rich Plasma (PRP) injections he received from that specialist.
- That AXA subsequently agreed to cover the cost of the injections in full as a gesture of goodwill but then reneged on that agreement.

Our investigator thought that AXA had acted fairly and reasonably in its actions and how it had put things right when there had been errors. Mr A disagrees with the investigator's opinion 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.

I've carefully considered the obligations placed on AXA by the Financial Conduct Authority (FCA). Its 'Insurance: Conduct of Business Sourcebook' (ICOBS) includes the requirement for AXA to handle claims promptly and fairly, and to not unreasonably decline a claim.

Change of specialist

Following a wrist injury, Mr A contacted AXA in May 2023 to request a referral to a specialist. He then saw the specialist and had an operation in July 2023. He had some follow-on treatment including injections and physiotherapy.

The specialist said Mr A should be fully recovered within six months. When that wasn't the case, he rang AXA again on 25 January 2024 asking to revisit the specialist. He was told at that time that the specialist's contract had changed in the meantime and that AXA would now only cover 60% of the cost. However, during the same phone call, AXA then agreed that it would fully cover the remainder of the treatment. Following that, it confirmed in a letter dated 25 April 2024 that it realised it had made a mistake initially in telling him that the specialist was fully covered. It clarified that it would continue to cover the costs under that specialist in full until the policy renewal date of 1 June 2024.

As I understand it, the treatment plan involving the PRP injections came to an end on 19 May 2023. Although Mr A says he reluctantly had to change specialist mid-treatment which came as a serious blow, I've listened to a phone call dated 14 May 2024 in which he

expresses some dissatisfaction with the original specialist. This date was two weeks after his last PRP injection, by which time he was supposed to be seeing some benefit from the treatment. He says that, putting it bluntly, he's had an operation, injections and PRP injections and yet the specialist has not managed to solve his wrist problem.

Having to pay towards any future treatment with the original specialist was clearly a consideration for Mr A. But, given the lack of any significant improvement to his wrist, I think it's likely that he'd have decided to change specialist anyway. Had Mr A told AXA that he was in the middle of a treatment plan that was having positive results, I might have expected it to agree to fully fund any ongoing treatment. However, as it was, I'm not persuaded there was any detriment in only covering the costs in full until renewal. From 25 April 2024, he had a few weeks' notice to finish up any loose ends with the original specialist, including having the final PRP injection.

On balance, I consider that AXA acted reasonably in apologising for its error and then extending full cover with the specialist up to renewal on 1 June 2024.

Cover for PRP injections

Looking at the policy terms, it states:

'3.3 Our cover for treatment and surgery

We cover treatment and surgery that is conventional treatment

What do you mean by conventional treatment?

We define conventional treatment as treatment that is established as best medical practice, and is practised widely in the UK. It must also be clinically appropriate in terms of necessity, type, frequency, extent, duration and the facility or location where the treatment is provided. In addition, to meet our definition it must be approved by NICE (The National Institute for Health and Care Excellence) as a treatment which may be used in routine practice. Otherwise, it must have high quality clinical trial evidence proving it is effective and safe for the treatment of your medical condition (full criteria available on request).'

On 4 March 2024 Mr A informed AXA that the specialist didn't want to carry on with cortisone injections and had suggested PRP injections instead. On 7 March 2024 the specialist's secretary confirmed the procedure code as being for PRP for tendinopathy. AXA then rang Mr A to inform him that, as this was unproven treatment, it would only pay the cost of equivalent conventional treatment, which would be steroid injections. So, it agreed to contribute £589 for the facility fee and £50 for the specialist's fee, per injection, with Mr A having to cover the shortfall.

Mr A says that PRP injections are an established treatment as high-profile sportspeople have been having them for years. Whilst I don't doubt that, that doesn't mean that the treatment meets the definition of being a conventional treatment as defined under the policy terms.

Mr A has also said that the specialist's secretary told him other insurers pay more towards PRP injections. However, AXA is entitled to make its own commercial decisions about what it will and will not cover.

The treatment isn't approved by NICE and is not widely practised. Therefore, on balance, I'm satisfied that AXA correctly assessed this part of the claim and that it was reasonable for it to decline to pay for the injections in full.

Reneging on later agreement to cover the PRP injection costs in full

As already set out above, Mr A was told in advance of the PRP injections that they would not be fully covered. That decision was reinforced in AXA's complaint final response letter of 25 April 2024. However, when he rang AXA on 19 September 2024, he was told that the injections would now be covered in full as a gesture of goodwill.

I've listened to the call and it's clear that the adviser doesn't fully understand the notes, in that she doesn't appreciate that there have been separate complaints about the specialist not being covered and the PRP injections not being covered. So, the exert she reads out, which talks about agreeing to pay for the specialist until renewal, only relates to the first complaint, whereas she makes an assumption that it includes all the hospital charges. Therefore, it is the case that the call ends with Mr A believing that a decision has been made to cover the injections in full. Mr A was subsequently told on 17 October 2024 that the adviser had spoken in error and AXA's decision to only contribute £589 to the facility and £50 for the specialist's fee stood.

When a business does something wrong, we wouldn't necessarily expect it to honour that mistake. A consideration is what would have happened if the mistake hadn't been made, and the impact of it.

As stated above, I've found that AXA acted reasonably in declining to cover the full cost of the PRP injections. Mr A was told in advance of the treatment what AXA's contributions would be, and he went ahead with the injections anyway, knowing that he would need to cover the shortfall. Therefore, if things had happened as they should have, the adviser would just have reiterated what had previously been understood by Mr A.

Being given the wrong information gave him an expectation that he no longer had to pay. But that expectation was relatively short lived. The impact was that he received a loss of expectation when AXA explained that it was maintaining its original position.

Whilst I understand Mr A's disappointment and his frustration that there had been another mistake, overall, I'm satisfied that AXA's apology is sufficient in this instance.

I've thought very carefully about what Mr A has said and appreciate that his claims journey has not been entirely trouble-free. However, the matter at hand is whether AXA has done anything significantly wrong, and I'm unable to conclude that it has. It follows that I do not uphold the complaint.

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 Mr A to accept or reject my decision before 3 July 2025.

Carole Clark
Ombudsman