

The complaint

Miss D has complained about AXA PPP Healthcare Limited declining a claim she made on a private medical insurance policy.

What happened

In December 2024 Miss D had a platelet rich plasma (PRP) injection due to having painful tennis elbow.

AXA had declined to pay for the procedure due to it being a non-conventional treatment. However, it then paid the hospital invoice in error but recovered the payment upon realising its mistake.

Our investigator thought that AXA had acted reasonably in declining the claim, in line with the policy terms and conditions. Miss D 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.

Firstly, it's important to make clear we're not the industry regulator. We have no power to regulate the financial businesses we cover, nor to direct them to change their processes or procedures. Our role is to investigate individual complaints made by consumers to decide whether, in the specific circumstances of that complaint, a financial business has done something wrong which it needs to put right.

Looking at the policy terms, they state:

'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).'

Miss D had also undergone a PRP injection in October 2021. At that time, as it was the first occasion she was having that treatment, AXA agreed to make a contribution towards it. However, it only agreed to do so for a two-month period. I've listened to the phone call between AXA and Miss D in which that is explained.

Listening to the phone calls in 2024 when Miss D calls to ask for authorisation for the procedure, she seems to have some awareness of the situation from her previous claim and anticipates that the PRP injections might not be covered. She decided to go ahead with the treatment anyway, knowing AXA's stance that it would not pay for it.

She says that AXA's claim that PRP is not an established or effective treatment is misleading and incorrect. She provided a supporting letter from her consultant saying that the procedure is routinely used in the NHS and that, as the treatment was effective for her in the past, AXA's position is unjustified.

Insurance policies aren't designed to cover every eventuality or situation. An insurer will decide what risks it's willing to cover and set these out in the terms and conditions of the policy document. The test then is whether the claim falls under one of the agreed areas of cover within the policy.

As has been set out previously by our investigator, the treatment isn't approved by NICE. Therefore, on balance, I'm satisfied that AXA correctly assessed the claim and that it was reasonable for it to decline to pay for the PRP injections.

The hospital mistakenly sent the invoice to AXA instead of directly to Miss D. She says AXA only reversed the payment after she rang to enquire about her complaint, which alerted it to its error. I don't know what would have happened had AXA not been looking at her complaint. However, I'm not persuaded she has suffered any detriment in this regard.

I've determined that it was reasonable for AXA to decline the claim. So rather than the action to reclaim the payment being retaliatory and arbitrary as Miss D suggests, I'm satisfied it was because she wasn't entitled to have the claim paid under the policy terms. Miss D has said herself that she was prepared to pay the cost of the treatment. Therefore, she is no worse off as a result of AXA recovering the payment it made in error.

Listening to the phone calls from 2024, Miss D didn't have the procedure code when she called to seek agreement for the procedure. The hospital invoice later listed a particular code for the PRP injection which Miss D says is the same code that was used for an approved treatment she'd had earlier in 2024. So, she says that, had she just referenced the procedure code, without specifically mentioning PRP, the procedure would have been agreed and paid for. As such, she says she's been penalised for providing too much detail. She has envisaged a scenario where claimants who are fully transparent are penalised, whereas those who simply provide the procedure code are more likely to have their claims agreed.

Based on information provided by AXA, the procedure code used by the hospital is not the code that should have been used for PRP injections. PRP injections have a different code that would flag up as ineligible. Therefore, potentially, it is the hospital that has made an error here.

Disregarding that, the argument about the outcome being different if AXA is kept in the dark about the specifics of a treatment, whether inadvertently or deliberately, has not persuaded me that AXA should cover the treatment costs in this particular case. In practice, most people have a wider discussion with their insurer about their treatment requests. And, quite rightly, that's what Miss D did here in fully explaining the procedure that the consultant had recommended. As non-conventional treatments aren't covered, AXA then told her that it would not pay for the PRP injections.

As I mentioned earlier, my role is to look at the circumstances of this complaint to decide whether AXA has done anything wrong. And, whilst I know it will be disappointing to Miss D, I don't think that it has.

I've thought very carefully about what she has said but, on balance, I'm satisfied that AXA acted reasonably in declining the claim and reversing the payment to the hospital. 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 Miss D to accept or reject my decision before 28 July 2025.

Carole Clark
Ombudsman