

The complaint

Miss H complains AXA PPP Healthcare Limited refused to pay for her appointment with a specialist.

Miss H's complaint is brought on her behalf by a relative, but for ease I will refer to all submissions as having been made by Miss H herself.

What happened

Miss H holds a private medical insurance policy and the cover is underwritten by AXA PPP.

The policy certificate shows Miss H has standard out-patient cover. And it states this includes "up to three specialist consultations a year".

Miss H's 2024 – 2025 policy year started on 1 January 2024. In that year, AXA PPP said she saw a specialist in January, and twice in February. And she had two further consultations in March and April.

AXA PPP has said Miss H made an earlier complaint in May 2024. It said it'd made a mistake in confirming a consultation would be covered in March 2024 due to a timing issue. And said it should have asked Miss H how many consultations she'd already had at that time. The insurer said it didn't provide clear enough information to Miss H ahead of another consultation. And, as a result, it paid for two further consultations beyond the policy limit of three, on an ex-gratia basis.

Miss H underwent a procedure later in 2024. And she had a follow-up consultation with a specialist on 30 July 2024. She contacted AXA PPP via its live chat to ask if the appointment would be classed as a consultation – she said it was a follow-up after her operation. AXA PPP said this was a consultation and advised Miss H she had already used up her allowance for the policy year, so this appointment would not be covered.

In October 2024, Miss H complained to AXA PPP after she found out it had declined to pay the invoice for the consultation in July 2024. AXA PPP responded and said it had previously advised Miss H that she had already used up her consultation benefit for the year. And it thought it had been correct to decline the further invoice.

Unhappy with the response, Miss H brought her complaint to this service.

An investigator here looked into what had happened and said they didn't think AXA PPP had acted unfairly.

AXA PPP made no comment on the investigator's view. However Miss H disagreed. In summary she said:

- the meaning of 'consultation' is not defined in the policy;
- AXA PPP told her it would review its policy wording, so this means the terms are unclear; and
- her appointment letter stated "follow up private appointment" not consultation.

As Miss H disagreed and asked for a decision from an ombudsman, the case 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.

And I've looked at the relevant industry rules. These say an insurer must handle claims promptly and fairly, shouldn't unreasonably reject a claim and is expected to provide appropriate support to its customers throughout the relationship, including during insurance claims.

Having done so, I've reached a similar conclusion to the investigator. And I'll go on to explain why.

Firstly I should say that in this decision I'm considering the complaint made in October 2024. I'm aware there was an earlier complaint in May 2024, which I have referenced for context only.

The issue at the heart of this complaint is a dispute over the definition of a 'consultation'. AXA PPP says it considers any appointment with a specialist to be a consultation. Miss H says the policy does not define consultation. And she says the invoice AXA PPP didn't pay was for a follow-up appointment with her specialist after her operation - not a consultation.

I've firstly considered what the policy terms say about consultations. The policy sets out that there is cover for "up to three specialist consultations a year". But no definition of 'consultation' is given. And there is no reference to any cover for follow-up appointments.

Where a term is not defined within a policy, it's this service's general approach to apply the ordinary every day meaning of the word. And a general definition of 'consultation' would be "a meeting which is held to discuss something".

In the circumstances of this case, Miss H's appointment was with a specialist, and 'specialist' is referenced within the cover wording about consultations. The purpose of the appointment was for the specialist to follow-up with Miss H after her operation had taken place. So I think it's fair to say the appointment involved Miss H speaking with her specialist about her health. As there is no separate provision or distinction made within the policy terms for follow-up appointments, I'm not persuaded by Miss H's argument that her appointment should not have been deemed to have been a consultation and that it should be covered.

I've also noted that AXA PPP had given Miss H additional explanations about her cover for consultations following her earlier complaint in May 2024. And, when she used the insurer's live chat at the time of the July 2024 appointment, AXA PPP advised this was not covered and said an invoice would not be paid. This satisfies me that AXA PPP had provided clear information to Miss H about her cover for consultations ahead of the July 2024 appointment.

And had made her aware she had no remaining benefit for consultations in her 2024-2025 policy year.

Miss H has said AXA PPP's policy wording is unclear and it has said it will review it. I've looked at the relevant email exchange and can see AXA PPP said it noted Miss H's feedback about clarity and would pass this on. I'm not persuaded this means the insurer agreed its policy wording was unclear, or that it said it would change the terms. So I'm still of the opinion that AXA PPP was entitled to rely on its policy wording when assessing the claim.

As I've explained, I don't think AXA PPP has acted unfairly in considering the July 2024 appointment to be a consultation. And as it has evidenced Miss H had already exhausted her consultation benefit for the policy year, I don't think it unreasonable that the insurer declined to pay the claim for this appointment.

My final decision

For the reasons I've given, it's my final decision that I do not uphold this complaint. And I make no award against AXA PPP Healthcare Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 28 October 2025.

Gemma Warner
Ombudsman