

## The complaint

The estate of Mr M complains about how AXA PPP Healthcare Limited handled a claim under a private medical insurance policy.

This complaint has been brought to us by a representative of Mr M's estate and all references to the estate's submissions include those of the representative.

## What happened

Mr M lived abroad and held an international private medical insurance policy, provided by AXA PPP.

Unfortunately, following a hospital admission in early 2024, Mr M was diagnosed with cancer. Mr M remained in hospital for around one month before being discharged. Following a number of subsequent hospital admissions, Mr M very sadly passed away. Mr M's daughter, Ms M, unaware that the policy provided cover for repatriation of the policyholder's body upon their death, flew out to the country in question. She had a very distressing experience due to the manner in which her late father was cremated.

Unhappy, the estate of Mr M complained to AXA PPP about various issues including the unsuitability of the hospital which Mr M was admitted to, AXA PPP's failure to transfer Mr M to a different hospital and its failure to tell Ms M that repatriation following death was covered. The estate subsequently complained about AXA PPP's failure to provide what it considered to be palliative care for Mr M.

AXA PPP said it had no record of concerns being raised with it about the suitability of the hospital while Mr M was being treated there, and that the policy didn't cover end of life care. However, AXA PPP acknowledged it should have made Ms M aware of the cover for repatriation following death and paid the estate £4700 to reflect what it would have cost AXA PPP to arrange this, as well as reimbursing Ms M for her return flights. I understand, after initial administrative issues, the cheque has now been cashed.

The estate then brought a complaint to the attention of our service, and AXA PPP subsequently offered to pay £350 compensation for its failure to explain the difference between palliative care and end of life care in more detail.

One of our Investigators looked into what had happened and said he didn't think AXA PPP had acted unfairly or unreasonably in the circumstances. The estate didn't agree with our Investigators' opinion, so the complaint was referred to me. I made my provisional decision earlier this month. In it, I said:

*'I want to acknowledge at the outset how upsetting the facts of this case are. Mr M endured what sounds like a terrible experience after his initial discharge from hospital, which must have been unimaginably difficult for him and his loved ones. The situation Ms M faced when she travelled abroad after his death sounds extremely distressing. I'd like to offer Ms M and her family my sincere condolences for their loss.'*

*I've set out only a brief summary of the facts of this case above, as both parties are familiar*

*with the circumstances. And, although I've carefully read all the submissions which both parties have sent to us, I'll only be addressing what I consider to be the key issues. This isn't intended as a discourtesy to the estate, or to undermine what Mr M and Ms M experienced but instead reflects our Service's remit as an informal alternative to the civil courts.*

*I've taken into account relevant industry rules and guidance when reaching this provisional decision. These include the requirements for an insurer to handle claims promptly and fairly, and the principles of treating customers fairly which are now incorporated within the regulator's Consumer Duty framework.*

*Travel insurers providing medical assistance abroad will generally appoint a medical assistance company such as the one which the estate of Mr M has mentioned. However, this wasn't a travel insurance policy, it was a private medical insurance policy. The level of assistance which I'd expect a travel insurer to provide is very different to the cover which Mr M had. AXA PPP was responsible for paying for the costs of certain medical treatment, but it didn't have any medical assistance role, so it wasn't responsible for arranging, managing or over-seeing Mr M's medical treatment or care. I also don't think there was any requirement for AXA PPP to provide translation services in these circumstances.*

*I've considered the statement from the medical assistance company which the estate has provided but it's up to AXA PPP to decide how it runs its commercial operations, and I wouldn't generally expect a private medical insurer to appoint a company like this. So, I don't think what a medical assistance company may or may not have done is relevant to the outcome of this complaint.*

*I don't think it's reasonable, realistic or practical to expect AXA PPP to have proactively identified that the hospital treating Mr M may not have been best placed to do so. That's not AXA PPP's role when dealing with a claim under a private medical insurance policy. It was for Mr M or his family to raise any such concerns with AXA PPP so it could explore whether emergency evacuation or repatriation may be appropriate and there's no evidence that AXA PPP was made aware of any such concerns.*

*I accept the estate didn't wish for Mr M to be discharged from hospital, but AXA PPP didn't have any input into the medical decisions being made, nor would I expect it to have had. Unlike a travel insurance policy, where I'd generally expect the insurer to actively monitor a policyholder's progress in hospital and to consult with its own medical team about certain medical decisions, this isn't something I'd expect a private medical insurer to do.*

*Standards of medical care available abroad can often be far lower than we might expect to receive in the UK. Any concerns which the estate has about the treatment or diagnosis Mr M received at the hospital are matters which they'd need to raise with the hospital directly. I appreciate the estate is unhappy with this position, but AXA PPP isn't responsible for the hospital's actions and there's no requirement for it to carry out an investigation of the type which the estate is suggesting.*

*I understand AXA PPP said the policy didn't cover palliative care when in fact it did. AXA PPP has acknowledged its statement was incorrect. However, the palliative care cover provided under this policy only covers medical treatment and/or medical care to relieve the pain or symptoms of the condition which Mr M was suffering from. This is clearly set out in the policy wording. The policy doesn't cover the 'wrap-around' package of support which the estate of Mr M has described. This would instead be considered 'end of life' care, which the policy doesn't cover. I appreciate that 'end of life' care might not be defined in the policy, but I don't think it needs to be. AXA PPP wasn't obliged to pay for home nursing care or hospice care for Mr M, and this was clearly explained to Mr M's family at the time. I understand Mr M had minimal family support overseas but policies like this one simply aren't designed to*

*provide social and domestic care in the unfortunate event of a policyholder becoming terminally ill abroad.*

*It's not in dispute that AXA PPP didn't tell Mr M's family that the policy provided cover for repatriation following death, as it should have done. This failing led to an extremely traumatic experience for Ms M. However, as Ms M wasn't insured under this policy, she isn't an eligible complainant in her own right for the purposes of this complaint under our rules. Ms M is complaining in her capacity as one of the administrators of the estate of Mr M, so I can't award her any compensation for the distress and upset which she undoubtedly personally experienced. The fact that Ms M may have been paying the premiums for the policy doesn't change this.*

*I am however pleased to note that AXA PPP has offered to pay Ms M a further sum of £350, in addition to the amounts it previously paid to her. If Ms M wishes to accept this then she'll need to let AXA PPP know directly.*

*I appreciate Ms M will be very disappointed by my findings, but I don't intend to direct AXA PPP to do anything further.'*

AXA PPP said it had nothing to add in response to my provisional decision. The estate of Mr M responded to say that translation services were never requested and also set out some further comments about the provision of palliative care.

### **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 appreciate that neither Mr M nor his family may ever have directly asked AXA PPP for translation services but a number of comments about the language barrier were included in the submissions made to our service. So, for the sake of completeness, I thought it may be helpful to explain that I don't think AXA PPP's obligations under this policy would extend to arranging a translator.

While I can entirely understand why Ms M doesn't accept my conclusions, I can only reiterate that my findings are independent and impartial. Mr M's physical condition on discharge from the hospital makes for upsetting reading but AXA PPP's obligations under this policy simply didn't extend to providing the type of social and domestic care which Mr M needed.

I haven't said that palliative care was provided by AXA PPP. I said the policy covers the provision of palliative care, which it does in certain circumstances. But no insurance policy covers everything, and the level of cover provided will inevitably be limited by policy exclusions. An insurer is entitled to decide the level of risk which it is willing to accept in return for the payment of a premium. This policy only provides out-patient cover in certain circumstances, and this isn't unfair or unreasonable. Mr M's situation as an out-patient unfortunately wasn't one of the circumstances covered by the policy.

I wish Ms M and her family well for the future, but I won't be changing my provisional findings.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask the estate of Mr M to accept or reject my decision before 15 September 2025.

Leah Nagle  
**Ombudsman**