

The complaint

Mr M is unhappy with AXA Health Limited because it declined his claim.

What happened

Mr M has private medical insurance with AXA. He was suffering from back pain and claimed for treatment with a chiropractor, which was declined.

Mr M said AXA had initially authorised his treatment with his preferred clinic and that it later changed its position. He also said AXA didn't tell him it'd changed its mind until he made a complaint about it not reimbursing his costs. Mr M explained AXA referred him to its private GP service, which was unhelpful, as they were unable to provide a referral letter so that he could see a specialist. Instead, Mr M said he needed to obtain a referral letter from his NHS GP and so the referral to the private GP was a waste of his time. He also had to pay £45 for that session and would like that money back.

Mr M wants AXA to pay his chiropractor costs and the cost of an X-ray.

AXA said when it authorised Mr M's treatment, it did so on the understanding he would see one of its approved specialists and because he didn't do that, it declined his claim. AXA refunded the £45 fee to see the private GP as a goodwill gesture.

Our investigator didn't uphold this complaint. She said AXA hadn't made an error and that it had been clear with Mr M about the specialists he was able to see. She also explained that although the recommended specialist works at the clinic Mr M attended, it doesn't mean all practitioners that work there are part of AXA's approved network.

Mr M disagreed with her opinion and so asked that an ombudsman review his complaint. In summary, he said her investigation wasn't thorough enough and that AXA's own website says the clinic he attended is covered by his policy. Mr M remains unhappy AXA didn't proactively tell him it wouldn't reimburse his costs and that he had to complain in order to find out. And so, it's now for me to make a final 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.

Having done so, I've also decided not to uphold it. My reasons for doing so are largely similar to those already established by our investigator in that I've not seen any evidence that persuades me AXA made a mistake. Mr M's policy is specific about the specialists recognised by AXA and that in order for it to cover a claim, the treatment must be provided by a specialist within its recognised network. I'll explain why.

The insurance conduct of business sourcebook (ICOBS) say AXA must handle all claims promptly and fairly. It must not avoid or reject a claim unreasonably. I've considered AXA's obligations under this rule whilst assessing Mr M's complaint.

The relevant policy terms say about paying for treatment;

*“3.7 >Paying the specialists, practitioners and therapists who treat you
Does my plan cover the full fees charged by specialists?”*

If your treatment is covered, we will pay different amounts depending on what kind of arrangement we have with your specialist.

Fee-approved specialist.

Using a fee-approved specialist gives you the maximum reassurance, as we pay all their fees. If you use our specialist appointment booking service, and you would like us to book your appointment for you we will book it with a fee-approved specialist.

Fee-limited specialist.

You may need to pay some costs yourself.

Specialists we do not pay for.

We do not pay any of their costs.”

About where Mr M can have treatment;

“Where can I have out-patient treatment?”

We will pay fees at an authorised out-patient facility in full. We will pay these so long as:

- your treatment is covered by your membership, and*
- a specialist is overseeing it; and*
- the facility is recognised by us to provide out-patient services.”*

And how AXA defines a specialist;

“specialist – a medical practitioner who meets all of the following conditions: ... is recognised by us as a specialist.”

It's important to note that the policy terms set out how AXA will handle claims brought by Mr M. Private medical insurance doesn't automatically cover treatment at private clinics, there also needs to be an approved relationship between AXA and the specialist. In addition, the level of cover provided by the policy is an equally important consideration as not all AXA policies provide the same level of cover.

The evidence I've seen shows Mr M reached out to AXA in March 2025 to arrange to see a chiropractor for back and neck pain. After some initial discussion, AXA explained it'd cover the first consultation with a recognised specialist and upon receipt of their clinical outcome letter, it would consider any request for further treatment. AXA explained it would need to make sure any further treatment would take place in a hospital within its network and by a recognised specialist.

AXA then sent the names of its approved specialists and said that Mr M would need to contact them directly to arrange an appointment. I should say this is what I'd expect AXA to do in the circumstances as outlined by its policy terms. The terms also make clear that it will not pay for treatment with a specialist it doesn't recognise.

When Mr M called the clinic to make an appointment, he arranged to see someone different. Mr M said his understanding was that he could see any specialist at that clinic. But that's not what he was told by AXA when he asked it for the appointment. AXA provided him a list of recognised specialists by email on 5 April 2025. The email also contained their contact

information and it's unclear why Mr M didn't follow the instructions AXA issued. I'm aware that Mr M instead called the clinic where one of the recognised specialists practiced and ultimately arranged an appointment to see a different specialist and one that wasn't recognised by AXA.

AXA said Mr M should have discussed the change with it beforehand and I note the same email said AXA could provide other names should he want to see someone different. But I've not seen evidence that Mr M did that. And the specialist Mr M saw wasn't one AXA had a relationship with.

Mr M argued the clinic he attended was recognised by AXA on its website, but AXA said that's not the case and when it checked, the clinic wasn't listed. AXA asked Mr M to provide a screenshot as evidence so it could verify the information. But I've not seen evidence that shows Mr M did that. I should also say that the clinic wasn't the only factor that needed to be considered here. Whilst the location of the clinic is important, so too is the specialist administering the treatment as they must be recognised by AXA.

AXA provided Mr M with the names of the specialists he could see and so I think that's an important factor to consider in this case to decide whether AXA should pay his claim. Because he didn't see the specialist AXA offered, its decision to decline the claim is fair as it's in line with the policy terms.

Mr M said AXA didn't proactively tell him it'd declined his claim and that he had to follow up and make a complaint to find that out. He'd been paying the specialist directly for his treatment and then passing the invoices to AXA for reimbursement. Mr M had five appointments with the specialist over a three-week period from 8 April 2025 – 1 May 2025. Mr M, on 1 May asked AXA why it hadn't reimbursed his treatment costs, to which it responded the following day asking for the provider code.

AXA explained the invoices didn't contain this information and that without that, it couldn't pay back his costs. I think it's important to recognise AXA was still attempting to verify Mr M's claim. So, when he asked it on 1 May why the invoices hadn't been reimbursed, it hadn't yet made a decision about his claim and so I wouldn't reasonably expect it to say anything else at that time.

The evidence I've seen shows AXA received Mr M's first invoice on 14 April 2025 and so I've considered the action it took between then and when it declined the claim. AXA said the invoices Mr M provided were missing crucial information, the provider code, and that it needed this to make sure the treatment was given by one of its approved specialists. It said this caused some delay as it was unable to validate Mr M's claim, without that information.

I've seen that AXA told Mr M that on 2 May when he asked for an update on his claim. It said it needed this information and that it would contact the clinic on his behalf to try and obtain the code – which is what it did. So, I'm satisfied AXA kept Mr M informed about the progress of his claim when asked. AXA didn't proactively reach out to tell Mr M sooner about the issue it was having because it was still attempting to validate his claim. And the evidence shows it was actively trying to retrieve this information from the clinic.

Mr M made a complaint following AXA's email on 2 May, to which it responded on 9 May saying that as Mr M had not seen the specialist it recommended, it wouldn't pay for his treatment. Whilst I accept there was a delay here, I'm satisfied this wasn't AXA's fault as the evidence shows it was proactively trying to contact the clinic to verify the missing information and his claims couldn't be validated without it. Therefore, I'm persuaded these delays were unavoidable in the circumstances and AXA doesn't need to compensate Mr M for that.

My final decision

For the reasons I've explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 22 December 2025.

Scott Slade
Ombudsman