

The complaint

Mr B complains AXA PPP Healthcare Limited (AXA) unfairly settled his claim and limited his treatment.

What happened

Mr B holds a private medical insurance policy, underwritten by AXA.

In July 2024, Mr B contacted AXA for authorisation of gastroenterology treatment. AXA authorised a first consultation with a specialist, a blood test, x-rays and scans and one follow-up consultation. And it sent Mr B an email confirming this.

Mr B saw the specialist and they referred him to also see a dietician. Mr B went on to have three sessions with a dietician and later submitted the invoices to AXA for payment of his claim.

AXA partially settled an invoice for one of the dietician sessions, leaving a shortfall of £40. Mr B queried this and AXA said it was unable to pay the full amount, as the dietician had charged more than AXA's agreed rate of up to £60. So it said it had paid the claim up to the agreed rate, leaving Mr B responsible for the difference of £40.

Mr B complained to AXA. He said he had not been made aware of a cap on the dietician's fees. And he said AXA had also put a limit on the number of sessions he could have with the dietician, and he'd not been made aware of this.

AXA responded to the complaint and said it thought it had settled the claim fairly. It said it would have advised Mr B on the rate it would pay and number of sessions covered for a dietician, if he had sought authorisation from the insurer in advance. It said it had paid for Mr B's third session with the dietician in error, but would honour this as a goodwill gesture.

Unhappy with the response, Mr B brought his complaint to this service.

An investigator here looked into what had happened and said they didn't think AXA had done anything wrong.

AXA made no comment on the investigator's view. However Mr B disagreed and asked for a decision from an ombudsman. In summary he said he had obtained authorisation from AXA, so thought the dietitian appointments were already authorised as he was referred by the specialist. And he thought he should have been told in advance about the limitations on fees and number of dietician sessions; he said this information was not covered in the policy terms.

So, 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 rules and industry guidelines, which say AXA has a responsibility to handle claims promptly and fairly and shouldn't reject a claim unreasonably.

As part of his complaint, Mr B also raised concerns with AXA about a claim for a private GP consultation. However this seems to no longer be in dispute, so I won't comment on it any further in this decision.

Having reviewed this complaint, I'm not upholding it and I will go on to explain why.

- The investigator has set out the relevant policy terms in their view, so I won't repeat them here. However I have reviewed them and I'm satisfied the policy sets out the requirement for pre-authorisation of treatment clearly.
- I've also reviewed the email AXA sent to Mr B when it authorised his initial consultation with a specialist. This set out what had been authorised and also stated if any additional tests or treatment were needed, Mr B would need to contact AXA and it would confirm what is covered. Mr B's specialist referred him to a dietician, but Mr B did not contact AXA before going ahead with the appointments. I'm satisfied AXA's email to Mr B made it clear that he needed to do this in advance of any additional treatment.
- AXA paid the invoices for the dietician appointments up to its cap for agreed fees. The policy sets out the out-patient cover and says this will be paid up to the levels shown in the schedule of procedures and fees, which in this case was £60. So I don't think it unreasonable that AXA settled the invoices up to £60 for the treatment Mr B received. And I'm satisfied it's fair that Mr B is responsible for paying the difference of £40 on the £100 invoice. Mr B said AXA should have warned him the specialist charged a fee above the agreed fee rate, but I don't think AXA reasonably had an opportunity to do this, as Mr B did not call in advance, as I've explained above.
- The policy states there is "*no yearly limit*" in respect of practitioner fees when referred by a specialist, and states a practitioner can be a dietician. So although there is no limit or cap stated for this cover under the policy, the terms do not state this is an unlimited benefit.

AXA has said if Mr B had called, it would have advised him on how many sessions would be covered. It has said it would cover two out-patient sessions with a dietician when referred by a specialist. And that it will only pay for medically necessary treatment of acute conditions. I don't find AXA's stance here unusual or unreasonable and I don't think it would be practical for the insurer to state a limit for every condition and circumstance in the policy terms.

Had AXA had the opportunity to authorise the dietician sessions, and if Mr B needed more treatment after the first two covered sessions, I would have expected AXA to request a medical report to review and come to a decision on whether any more sessions were medically necessary and could be covered.

However, AXA paid for a third dietician session. It accepted it did so in error, and advised Mr B it would honour this as a gesture of goodwill. So although this was an error, and it caused Mr B some confusion and inconvenience, I think AXA has

already done enough to put that right by not asking him to repay the money he received towards the third session.

My final decision

Your text here

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 13 January 2026.

Gemma Warner
Ombudsman