

## **The complaint**

Miss H and Mr H are unhappy with how AXA PPP Healthcare Limited (AXA) handled their private medical insurance claim.

Miss H is insured under the policy and the claim on this complaint relates to Miss H. But as Mr H is the lead complainant, I will refer to him mostly in this decision.

## **What happened**

The background to this complaint is well-known to both parties. So, I've simply set out a summary of what I think are the key events.

Mr H had a private medical insurance policy through his former employer since January 2018. AXA is the underwriter.

This is a summary timeline of what happened:

- 14 March 2024, Mr H contacted AXA to see if treatment for Miss H could be covered for a neurology and audiology assessment. AXA requested referral letters which Mr H sent to it. The letters provided details of Miss H's medical condition.
- 25 March 2024, AXA said the medical condition was eligible for cover under the policy. Mr H then informed AXA he would now only pursue the audiology assessment and AXA requested a specialist referral letter for cover to be eligible.
- 4 April 2024, AXA said the treatment was eligible for cover if the referral was made by a specialist. It said as the specialist hadn't made the referral, cover wasn't eligible for the audiology assessment.
- 30 August 2024, Mr H contacted AXA to see if hospital checks could be covered privately as they'd been on the NHS waiting list. AXA said it didn't need to review the letters; it just needed the referral type.
- 16 October 2024, Mr H sent AXA two new referral letters, and the claim was referred to a senior person as it seemed there was no cover for Miss H's treatment.
- 18 October 2024, Mr H confirmed that the referral was for a neurologist and AXA said it would send Mr H names of specialists.
- 21 October 2024 – AXA sent Mr H names of specialists.
- 22 October 2024, AXA requested Miss H's consent before discussing her medical details with Mr H.
- 27 October 2024, Miss H provided her consent.
- 28 October 2024, AXA emailed Mr H to confirm that the claim wasn't covered, it apologised to Mr H for being told previously that the claim was covered.
- 29 October 2024 – Mr H made a complaint to AXA about how the claim has been handled.
- 23 December 2024 – AXA sent Mr H a final response. It apologised for not informing them that the claim wasn't covered when it was first made aware in March 2024 of Miss H's medical condition. AXA offered them £300 compensation for the way the claim had been handled.
- 28 December 2024 – Mr H responded to the final response that they didn't accept the

- compensation and felt let down by AXA.
- 6 January 2025 – AXA responded and said that the decision to decline the cover was made on 18 October 2024 and that AXA had corrected the error.

Unhappy with AXA's response, Mr H brought his complaint to this service. Our investigator didn't uphold it. She thought the compensation offer of £300 made by AXA was fair and reasonable in the circumstances of what happened.

Mr H disagreed and provided the investigator a detailed response explaining why he thought £300 wasn't an adequate amount as compensation. He asked for the complaint to be referred to an ombudsman. So, it was passed to me.

I issued a provisional decision on 10 September 2025. I said the following:

*I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.*

*The insurance industry regulator, the Financial Conduct Authority ('FCA'), has set out rules and guidance for insurers in the 'Insurance: Conduct of Business Sourcebook' ('ICOBS').*

*ICOBS says that insurers should act honestly, fairly and professionally in accordance with the best interests of their customers, and that they should handle claims promptly and fairly. I've taken these rules into account when looking at this complaint.*

*I have a great deal of sympathy for the situation Miss H and Mr H found themselves in. I fully appreciate the difficult time they have experienced and understand that navigating through the claims process made it more challenging than it should have been. I also appreciate the detailed response they provided to our investigator's findings.*

*It's not in dispute that the claim Mr H made for Miss H's treatment isn't covered under the policy. The issue in dispute, which I will be considering, is the £300 distress and inconvenience amount awarded by AXA to Miss H and Mr H. Mr H feels this is inadequate given what happened.*

*Mr H said his complaint is about the numerous times he was told Miss H had cover for her treatment and the manner in which AXA communicated with them when it discovered the error. This all happened whilst they were continuing to manage a very difficult situation and on the assumption that treatment would be covered privately. He also said AXA requested consent from Miss H in October 2024 for it to discuss her medical details with Mr H when, from March 2024 until October 2024, AXA had continued to discuss Miss H's medical details with him.*

*I've carefully considered everything. I agree that AXA should have recognised in March 2024 that the claim wasn't covered as Mr H had provided sufficient detail about the treatment Miss H required and about her medical condition. Despite this, AXA continued to inform Mr H, even after further contact in August 2024 and initially again in October 2024 that there was cover. The nature of Miss H's medical condition is one which is usually not covered under most insurance policies and therefore AXA caused undue distress and inconvenience to Miss H and Mr H by informing them treatment was covered (pending referral letters), on several occasions, when it never was. As I've said this ought to have been recognised at the start, in March 2024.*

*I also think that AXA had the opportunity to make things right when Mr H complained. But I think the response AXA sent in January 2025 diminished what actually happened and highlighted one instance where the error was made rather than the several occasions Mr H*

was told there was cover.

*I understand that errors can happen. But AXA had opportunities to provide the correct information when Mr H contacted it in March 2024, August 2024 and initially in October 2024. It didn't do so until much later. Whilst I accept that Mr H didn't pursue the claim in March 2024 and in August 2024, on both occasions, he was still left with the information that there was cover on the policy. And I also understand that it's not AXA's responsibility that Mr H didn't chase the treatment to take place on the NHS. I think, here also, that Mr H thought there was possible cover on the policy so there was no need to pursue the NHS route.*

*I think AXA could have communicated better in terms of the claim itself but also when it responded to Mr H's complaint. And I don't think it was fair for AXA to request consent from Miss H to discuss her medical details so late on during the claims process.*

*I have nevertheless acknowledged that AXA did provide an apology, and it offered £300 compensation. But I've also considered our approach to cases such as these.*

*I think the impact of AXA's errors has caused Miss H and Mr H considerable distress, upset and worry. The impact lasted over several months and the actions Mr H took as a result of what he'd been told by AXA was that he didn't pursue treatment on the NHS and if he had, Miss H would possibly have had treatment sooner.*

*Given Miss H's vulnerable position, this would undoubtedly have had an impact on her and Mr H. I can see that Mr H also communicated with AXA and kept it informed and sought authorisation before Miss H had any treatment. He also provided sufficient detail about Miss H's medical for AXA to have made decision the claim in March 2024. Mr H followed the correct claims process when he contacted AXA on each occasion.*

*For the reasons I've mentioned above, I find Mr H's account of what happened plausible and persuasive. This is because he has been consistent in providing information to AXA from the beginning and responded to information AXA asked for throughout the claims process.*

*Whilst I realise that AXA has taken responsibility for the errors, I don't think it's gone far enough. I've taken into account that some of the distress Miss H and Mr H experienced was due to the medical condition of Miss H. But I recognise that AXA could have lessened the impact and dealt with things far quicker. I think the impact caused to Miss H and Mr H has been significant and I therefore intend on recommending £600 compensation in total, that is including £300 that AXA has already offered, for what happened. I think this is fair and reasonable.*

*If Mr H hasn't cashed the £300 cheque AXA sent him, he should confirm whether this is still possible bearing in mind the time that has passed.*

*Overall, I think AXA could have handled the claims process better over the months that Mr H contacted it to ask for authorisation for Miss H's treatment.*

*I now invite both parties to provide their further comments to me by 24 September 2025.*

Mr H responded and accepted my provisional decision.

AXA did not respond by the deadline provided.

### **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 see no reason to depart from the outcome of my provisional decision. I uphold this complaint.

Mr H confirmed, in his response to me, that the original cheque AXA sent to them for £300 was never cashed. As such, AXA should check its records and contact Miss H and Mr H to arrange payment of the full £600 compensation to them directly.

### **Putting things right**

I direct AXA PPP Healthcare Limited to pay Miss H and Mr H £600 in total for the distress and inconvenience caused to them.

### **My final decision**

For the reasons given above, I uphold Miss H and Mr H's complaint about AXA PPP Healthcare Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H and Mr H to accept or reject my decision before 23 October 2025.

Nimisha Radia  
**Ombudsman**