

The complaint

Mr P has complained that AXA PPP Healthcare Limited provided misleading information in relation to a private medical insurance policy that has left him out of pocket.

What happened

Mr P's membership of the policy was provided by his employer as part of a group scheme. On 19 December 2024, he booked and pre-paid for a health assessment appointment for 10 January 2025. Having been told during a live chat on 30 December 2024 that the cost would be reimbursed, on 31 December 2024, he then booked and pre-paid for a further health assessment appointment for 30 June 2025.

He subsequently found out that he would not receive reimbursement until after the treatments had taken place, which he was unhappy about.

In response to the complaint, AXA accepted that Mr P had been given incorrect information on 30 December 2024. So, it upheld the complaint and paid him £50 compensation for poor service. It told him to submit itemised invoices after his appointments that would then be assessed. It subsequently paid the claim for £199.20 for the appointment on 10 January 2025.

I wrote a provisional decision last month in which I explained why I wasn't thinking of upholding the complaint and giving both parties the chance to respond. No response was received from AXA. Although Mr P was granted an extension to the time limit in which to reply, no response was received from him either.

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've carefully considered the obligations placed on AXA by the Financial Conduct Authority (FCA). Its 'Insurance: Conduct of Business Sourcebook' (ICOBS) includes the requirement for AXA to handle claims promptly and fairly, and to not unreasonably decline a claim.

Looking at the leaflet specifically relating to the Health Assessment cover option, it states:

'This option gives cover towards a health assessment every year, as shown in the benefits table below.'

<i>Health assessment for members aged 18 and over</i>	<i>Up to £350 towards one health assessment every year</i>	<i>We will pay towards the cost of a health assessment. Please contact us first so we can tell you how to arrange this.</i>
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Will you pay the full cost of the health assessment? If you have the health assessment carried out by a CQC recognised provider then we will pay towards the fees for a standard health assessment up to the level shown in the benefits table.'

And:

'What happens if I've paid the bills myself already or if I receive a bill?

If you paid your medical bills yourself and your treatment is covered, we will refund you the rates we have agreed with the hospital or centre, minus any excess. Please send the original receipts from the specialist or hospital to (.....).

You should send us any receipts for treatment within 6 months after you've had your treatment, unless this is not reasonably possible.'

It's clear from the above wording that cover is for one, singular, health assessment every year, with a maximum contribution for that single assessment being £350.

I also find it clear that the intention of the policy is to reimburse policyholders after they have attended an appointment and I think that most people would expect that to be the case. As our investigator has said, there could be a scenario where someone is reimbursed by AXA but then cancels their treatment and receives a refund from the provider. There could also be a situation where someone is reimbursed for a future appointment but then becomes ineligible to make a claim. In fact, Mr P has said that he left his employment prior to the appointment booked for 30 June 2025.

As stated in my provisional decision, it's apparent from Mr P's actions that he had misinterpreted the policy terms. It seems his understanding of the policy was that it provided a flat benefit amount of £350 per year that he could use towards any number of health assessments, and that the significant date for calculating that benefit was the date the treatment was paid for. So, in booking the two appointments (one for £199.20 and the other for £149) at the end of December 2024, he thought he was taking advantage of the full benefit for that year.

However, the appointment on 30 June 2025 would not be covered, being as that would be a second health assessment during the same year. So, even if he hadn't left his employment, he still wouldn't have received reimbursement of the cost.

I've again looked at the series of events. Mr P contacted AXA on 19 December 2024 to claim back costs for the first health assessment. He was asked: 'who *had* this test or treatment?' (my emphasis). So, it's clear there's an assumption – in accordance with the policy terms – that the claim is for treatment that has already taken place. Mr P doesn't clarify that it is for a future appointment. He simply attaches a receipt for £199.20. But there's no information about the treatment date, type of treatment or even a patient name. AXA wouldn't be able to make payment without this information, which is why the claim didn't progress.

On 30 December 2024, Mr P contacted AXA via live chat to check the status of his claim. The adviser initially provides the correct information by saying that an itemised invoice was needed and that the receipt he'd presented couldn't be accepted as it didn't specify details of the treatment.

Mr P responds by saying that all he was told when he spoke to someone previously was that the health assessment needed to be carried out at a CQC facility, so what more information did AXA need now? The adviser then says sorry for the confusion, and that she is passing

the invoice to the claims team now and payment would be made within three working days. As already mentioned, AXA has paid Mr P £50 for being misinformed during this call.

The crux of Mr P's complaint is that the information he was given on 30 December 2024 caused him to then go on and book and pay for the second health assessment for June 2025. However, whilst the adviser did incorrectly lead him to believe that he'd imminently receive payment for the first assessment, I'm not persuaded that she gave him false grounds to believe that a second payment for another future appointment would be covered. That did not form any part of the discussion. And, had Mr P mentioned that he hadn't yet had the first appointment, I consider it more likely than not he'd have been told that payment wouldn't be made until after it had occurred.

As I mentioned in my provisional decision, it was Mr P's responsibility to familiarise himself with the policy terms. Had he done so, he would have been aware that he only had cover for one health assessment per year.

Mr P contacted AXA via live chat again on 31 December 2024 saying he was: *'due a follow up on my health assessment today'* and wanting to know if a further appointment would be covered. The adviser simply responds that his policy covers him for £350 for a health assessment. Mr P complained to AXA later the same day about the conduct of the adviser and that she had cut him off and left him with no answers. Nevertheless, even without the answers he was seeking, it's apparent that he went ahead and booked and paid for the second health assessment. He then submitted the claim to AXA the same day.

AXA still didn't have any information about the treatment he had claimed for. It was only when it called the provider directly on 6 January 2025, whilst investigating Mr P's complaint, that it came to understand that the health assessments hadn't yet taken place. Based on the available evidence, I'm satisfied that Mr P was not misled into paying for a second appointment.

In its final response letter of 6 January 2025, AXA explained that it wouldn't make payment until after the appointment dates. It asked him to get the provider to supply a receipted invoice and that reimbursement would be made after the appointments, provided he was still a member on those dates. However, that was slightly inaccurate because, as already mentioned, the health assessment in June 2025 would not have been covered due to the one annual health assessment already being booked for January 2025.

So, I've considered whether any detriment had been caused to Mr P as a result of that mistake. However, I've concluded that there has been no detriment. He's told us that he contacted the provider to potentially cancel the appointment but was informed that it doesn't allow cancellations or refunds. So, he didn't lose the opportunity to get his money back and would have had to pay for the June 2025 appointment in any event. So, overall, I don't consider that AXA needs to do anything more.

Following my provisional decision, I've again thought very carefully about what Mr P has said and I appreciate how strongly he feels about the issue. However, I'm not persuaded that AXA is responsible for covering the second health assessment. And I'm satisfied that the £50 compensation it paid was fair and reasonably.

My final decision

For the reasons set out above, I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 5 November 2025.

Carole Clark
Ombudsman