

The complaint

Ms C is unhappy that AXA PPP Healthcare Limited (AXA) declined her private medical insurance claim. She's also

Ms C is being represented on this complaint. For ease, however, I shall refer to Ms C throughout this decision.

What happened

In September 2015, Ms C took out a private medical insurance policy, which is underwritten by AXA.

In May 2024, Ms C submitted a claim to AXA. It initially said it could provide cover for the extraction of a tooth. After a further review, AXA declined cover.

Ms C had a consultation with an oral and maxillofacial surgeon. Details of the treatment recommended by the surgeon were sent to AXA. It declined the claim as the policy didn't cover dental problems or procedures or any referrals to dental specialists, such as periodontists, endodontists, prosthodontists or orthodontists.

A second consultant (prosthodontist) was seen by Ms C. He provided a treatment plan to have extensive dental treatment following jawbone complications, which included infection and bone loss due to taking long-term medication. AXA declined the claim and said the policy doesn't provide cover for this treatment.

Ms C made a complaint to AXA. But it maintained its decision to decline the claim and accepted that it's communication could have been clearer.

Unhappy Ms C brought the complaint to this service. Our investigator didn't uphold the complaint. She said Ms C's policy doesn't cover the dental treatment even if it's medically necessary and was recommended.

Ms C disagreed and asked for the complaint to be referred to an ombudsman. So, it's been passed to me.

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.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. I've taken those rules into account, amongst other relevant considerations, such as industry principles and rules, the policy terms and the available evidence, to decide whether I think AXA handled Ms C's claim fairly.

At the outset, I acknowledge that Ms C has been through a difficult time, both financially and emotionally - with her medical condition and with her subsequent diagnosis. I'm very sorry for this. Whilst I understand Ms C has been unwell, my role is to reach an independent and

impartial outcome, based on the information available to me.

The key issue on this complaint is that Ms C says her treatment plan was not routine dental work but a specialist-led intervention to prevent a serious medical deterioration. She says whilst she accepts that dentistry is not covered within the terms of the policy, her case is exceptional in that she would have had extractions had she been medically able to do so. AXA says the policy terms and conditions provide cover for three types of oral surgery. But the treatment proposed for Ms C isn't eligible as it doesn't fall into these three categories. AXA further says treatment provided by dental specialists is also excluded from cover.

I've started by looking at the policy terms and conditions as this forms the basis of the insurance contract between the two parties.

Page 13 of the policy booklet defines eligible treatment as treatment of a medical condition that is covered by the plan and is not excluded by any of the rules in the handbook.

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'4.36>Teeth and dental conditions

Our cover or treating teeth and dental conditions depends on whether you have the Dentist and Optician Cashback Option.

Cover for all members

You do not have cover for treating dental problems or any routine dental care including oral surgery, treatment of cysts in the jaw that are tooth related or are of a dental origin, this also means we will not pay any fees for dental specialists, such as orthodontists, periodontist, endodontists or prosthodontists.

We will cover for the following types of oral surgery when you are referred for treatment by a dentist:

- *Reinserting your own teeth after an injury*
- *Removing impacted teeth, buried teeth and complicated buried roots*
- *Removal of cysts of the jaw (sometimes called enucleation)'*

Miss C doesn't have the Dentist and Optician cashback option. Based on the above, it's clear that only three types of oral surgery are covered under Ms C's policy. And it's also clear that treatment provided by dental specialists such as orthodontists, periodontists, endodontists or prosthodontists is excluded in the policy.

I've considered the treatment proposed for Ms C. In May 2024, she was referred for a tooth extraction by her dentist.

On 30 October 2024, Ms C had a consultation with an oral and maxillofacial surgeon. The letter advised against tooth extractions due to the risks associated with jaw necrosis (a condition where the jawbone tissue dies).

Ms C had a second consultation with a prosthodontist in December 2024. He recommended a detailed treatment plan for Ms C. The plan confirmed that no teeth should be removed, and it recommended extensive dental treatment. It explains that due to the medications Ms C was taking, the risk of osteonecrosis of the jaws was increased. The treatment plan included

treating decay, stabilising root canals, provision of crowns/bridges, fillings, treating periodontal disease and a tooth-by-tooth assessment.

Ms C says her treatment is a medical necessity and exceptional. So, on a fair and reasonable basis, this service should consider the clinical advice from multiple medical professionals and the health risks that would result if the alternative treatment is not undertaken.

I've considered the relevant terms and conditions of her policy and whether I think AXA has treated Ms C unfairly or outside the terms of her policy. But I don't think it has. I say this because the treatment doesn't fall within the three types of treatment that AXA will cover. And, based on the information provided, the treatment would be carried out by a prosthodontist, who is considered to be a dental specialist and therefore their treatment fees would also be excluded from cover on the policy.

I have complete empathy with the situation Ms C has found herself in. And I understand that her situation is exceptional in the sense that if she was not medically barred from undergoing extractions, this would have been the likely path for her treatment. But I have to consider what's actually happened. I can't reasonably base a decision on what may have happened. Whilst this service has a remit to consider complaints fairly and reasonably, our role is also to take due regard of the relevant law and regulations set out by the industry regulator. I haven't found that Ms C's policy terms and conditions are unclear and whilst I appreciate Ms C's medical circumstances are exceptional and difficult, I can't see that there is cover on her policy for the extensive treatment that the plan refers to. It also doesn't mean AXA should now be responsible for paying the claim. This wouldn't be fair as it has to apply the terms fairly to all its members and it would mean going against the policy terms and conditions and the insurance contract itself.

The tooth extraction was initially accepted as the information AXA had then related to the one tooth extraction. However, further medical evidence showed the treatment was more extensive. So, I don't think AXA treated Ms C unfairly by accepting the initial claim and then declining it following further information. This isn't unusual and an insurer is entitled to ask for further information to validate a claim.

Ms C has also said that AXA mismanaged the complaints process, giving inconsistent information and wrongly telling her that the time limit for contacting our service had expired. I've considered what happened and I agree that AXA could have communicated this to Ms C more clearly. AXA has apologised for this, and I think this is fair and reasonable.

Overall, therefore, for the reasons provided, I'm not persuaded that AXA has declined the claim unfairly or unreasonably. And I also don't think AXA has declined it outside of the requirements of the policy. I'm sorry to disappoint Ms C but it follows that I don't require AXA to do anything further.

My final decision

For the reasons given above, I don't uphold Ms C's complaint about AXA PPP Healthcare Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms C to accept or reject my decision before 24 February 2026.

Nimisha Radia
Ombudsman