

The complaint

Mr N is unhappy with the service he received from AXA PPP Healthcare Limited whilst attempting to make a claim.

What happened

Mr N has private medical insurance with AXA. In May 2025, he attempted to claim on his policy following ongoing symptoms of mild headaches and motion disturbance (vertigo). He'd previously suffered a head trauma incident in November 2024 where it was thought he may have suffered shaken baby syndrome. The symptoms persisted and so he called AXA on 7 May 2025 to arrange a referral to see a specialist.

Mr N said AXA wrote to him on 7 May 2025 to say it wouldn't provide cover for his claim. He explained he'd experienced similar difficulties with AXA previously and questioned the value of having the policy. He highlighted the message from AXA said it wouldn't confirm cover for consultations, any diagnostic tests or treatment. Mr N also said AXA hasn't ever acknowledged sending that message.

AXA said Mr N's policy is options-based and that he didn't have the outpatient option added to his policy. It explained the policy's core cover included outpatient cover for surgical treatment, but it wouldn't cover consultations and non-surgical treatment (because that option wasn't added to the policy).

Our investigator didn't uphold this complaint. She said AXA didn't decline Mr N's claim, rather, it was unable to confirm cover at that point in time, as it was unclear what surgical treatment Mr N needed. She agreed the policy wouldn't cover outpatient consultations or diagnostic tests and so Mr N would be liable for those costs should he choose not have treatment through the NHS.

Mr N, unhappy with the outcome, asked that an ombudsman consider his case. In summary, he said he understood the message sent by AXA was to decline his claim and that AXA has never acknowledged that, despite his requests for it to do so. He said during a phone conversation he had with it, AXA told him the message was sent by mistake, however, it never explained why and how that happened. Mr N said our investigator has failed to understand this point. And so, it's now for me to reach 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 and for the same reasons as our investigator. AXA never reached the point where it outright declined Mr N's claim, rather, during the validation process, it was unable to confirm cover as it was unclear whether he needed surgical treatment based on the referral Mr N submitted to see a specialist. Before I explain why, I wanted to acknowledge Mr N provided an update on his case. He said he's been able to reach a resolution directly with AXA outside of this service. And so, my decision

will focus solely on whether I think AXA treated him fairly throughout the claims process and his questions about how and why AXA sent the message of 7 May 2025.

The relevant rule in this case comes from the Insurance Conduct of Business Sourcebook (ICOBS) which, in summary, says AXA should handle claims promptly and fairly and should not reject a claim unreasonably. I've thought carefully about AXA's obligations under ICOBS whilst considering Mr N's complaint.

Mr N explained he was aware he'd removed the outpatient option from his policy shortly after it renewed in January 2025. He also knew that meant he'd need to cover the costs of any outpatient consultations with a specialist. And so, when he got in touch with AXA to ask for a referral to see a specialist for his ongoing symptoms, his policy wouldn't offer cover for that as a consultation isn't surgical treatment. However, if the specialist recommended surgical treatment post-consultation, that's something AXA would likely deem eligible treatment as explained in the terms.

To be clear, the policy's definition of surgical treatment is '*surgery/surgical procedure – an operation or other invasive surgical intervention listed in the schedule of procedures and fees*'. So, as Mr N's consultation was neither an operation or an invasive surgical intervention, I'm satisfied this wouldn't have triggered the policy cover.

The evidence I've seen shows AXA received the referral letter from Mr N's private GP on 7 May 2025. This letter specified Mr N needed to see an ENT consultant to better understand the reasons behind his symptoms.

Mr N said he asked AXA if it would cover any surgical treatment, if recommended by the specialist, and that he was told it would. And so, the crux of his complaint is over why AXA then sent him a message saying the opposite. To be clear, the message said;

"At the moment we are not confirming any cover under your membership for a consultation or any diagnostic tests or treatment. If you have any questions or queries regarding this..."

Mr N has argued that he understood this message to mean AXA said it wasn't going to pay any part of his claim, including any surgical treatment that may have been necessary. Having carefully considered what he's said about that, I can see why he reached that conclusion. But I should say that's not how I've interpreted the message. My conclusions are that AXA was saying that at that point, it wasn't confirming any cover. It doesn't say it'd declined Mr N's claim. It's quite normal for insurers to wait to receive more medical information before confirming cover. This is better known as the validation process.

At that point in time, it was unclear what was causing Mr N's symptoms and so the referral to the neurologist was needed to determine the root cause and what, if any, treatment was needed. And given what I explained earlier, this appointment wasn't eligible under Mr N's policy as he'd removed the outpatient cover option.

Having said that, AXA's case notes indicate this message was actually sent in error. I know AXA attempted to explain this to Mr N during a phone call it had with him the same day and so I'm satisfied Mr N was told that information, although I accept having listened to that call, this may not have been received clearly. This was also explained again on 27 May 2025 when AXA attempted to explain what elements of cover Mr N had, and how the policy defined treatment. Mr N said all treatment is treatment, but that's not the case here. This is a private medical insurance policy and so the insurer has specific definitions for what it means by treatment.

I think AXA's acknowledgement the message was sent in error is sufficient in this case. I

also note AXA took steps to clarify its position on the claim within a reasonable timeframe and so I don't think it needs to pay Mr N any compensation in the circumstances.

As for the reason why the message was sent, AXA said it's an automatic message that's sent to consumers who don't have the outpatient option added to the policy. And so, I think that answers Mr N's questions about why and how the message was sent. I also disagree that AXA and our investigator haven't acknowledged his arguments here as this was explained in our investigator's opinion on this case. I understand Mr N may not accept these reasons, but for the purpose of my final decision, I'm satisfied with AXA's explanation.

My final decision

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 7 February 2026.

Scott Slade
Ombudsman