

The complaint

Mr C complains that AXA PPP Healthcare Limited turned down his private medical insurance claim.

What happened

Mr C holds private medical insurance cover with AXA. His policy renewed on 1 September 2025.

Mr C went to an urgent care centre on 12 September 2025 as he was experiencing pain in his foot. Some tests were carried out, and Mr C was told he would need to be admitted. He requested authorisation through AXA's online chat service. AXA told him he would need to send it a report from the treating consultant so it could consider the matter. Mr C was then admitted for treatment.

Mr C called AXA the following day and was given the same information. Mr C sent AXA the report on 13 September 2025 and was then discharged from the centre on 15 September 2025.

The following day, AXA told Mr C his claim wasn't covered as the policy doesn't cover admissions to urgent care centres.

Mr C complained to AXA about this. He said he'd been admitted to the same urgent care centre previously that year, and AXA had covered that stay.

AXA issued a final response to the complaint. It confirmed there was no cover for urgent care under the policy. Though it apologised for not telling Mr C this when he first contacted it, as it accepted it should have turned down the claim from the outset.

Unhappy with this, Mr C brought a complaint to this service. After doing so, AXA offered Mr C £300 compensation for failing to tell him his claim wasn't covered when he requested authorisation. Mr C refused this offer.

Ultimately, our investigator recommended the complaint be upheld. She said that AXA had sent Mr C information about the changes to his policy at renewal but didn't let him know that it was removing the urgent care cover. She thought AXA ought to have told Mr C about this change. She also thought that if AXA had told Mr C that the claim wasn't covered when he requested authorisation, he could have gone to the NHS and not incurred the private treatment costs. So, she recommended that AXA accept the claim on a fair and reasonable basis.

AXA didn't accept our investigator's recommendation and so the matter has been passed to me for a 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.

Industry rules set out by the regulator (the Financial Conduct Authority) say insurers must not unreasonably reject a claim and must handle claims promptly and fairly. AXA was also required to provide Mr C with information about the policy at renewal that was clear, fair and not misleading. I've taken these rules, and other industry guidance, into account when deciding what I think is fair and reasonable in the circumstances of Mr C's complaint.

AXA has confirmed the policy terms regarding treatment at an urgent care centre changed at the 1 September 2025 renewal. Previously this treatment had been eligible under Mr C's policy, but this was no longer the case from renewal. AXA says it was Mr C's responsibility to read his policy document to ensure he understood the cover he held.

The policy does say that there's no cover for treatment at an urgent care centre. Though as Mr C has pointed out, this is on page 17 of a 75-page policy document.

AXA did provide Mr C with a leaflet at his renewal titled 'Important changes to your cover'. This said:

'This leaflet tells you about the more significant changes we've made. We recommend that you read these changes carefully alongside your new membership handbook, which contains the full terms of your cover. Please note that you might see some other wording changes in your membership handbook, but these don't affect your cover.'

The leaflet didn't include any information about treatment at an urgent care centre being removed. I think this was a significant change that ought to have been included. I therefore agree with our investigator that AXA failed to give Mr C clear information about his cover before it renewed.

When Mr C requested authorisation via the online chat, he explained he was at an urgent care centre, and that he hadn't yet been admitted. AXA told him it would need a report from his consultant with the diagnosis and treatment details before confirming cover. Mr C proceeded with the admission and then sent AXA the medical report.

I appreciate AXA hadn't authorised the admission at this point, though AXA accepts it ought to have told Mr C that the policy no longer covered admissions to urgent care centres, and it failed to do so. Mr C has confirmed that if he'd known that, he wouldn't have gone ahead with the admission and would have sought treatment elsewhere (presumably through the NHS). AXA missed a further opportunity to tell Mr C this the following day when he had a phone call with AXA about the matter.

Taking everything into account, I think AXA made a number of errors and the result of that was that Mr C incurred private treatment costs that he otherwise wouldn't have incurred. So, I agree with our investigator that AXA ought to pay the claim on a fair and reasonable basis.

My final decision

My final decision is that I uphold this complaint. I require AXA PPP Healthcare Limited to pay Mr C's claim in line with the claim settlement terms in the policy. As Mr C has paid for the treatment himself, interest should be added at the rate of 8% simple per annum from the date he paid the invoice/s to the date of settlement*.

* If AXA considers that it's required by HM Revenue & Customs to take off income tax from that interest, it should tell Mr C how much it's taken off. It should also give Mr C a certificate

showing this if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 15 April 2026.

Chantelle Hurn-Ryan
Ombudsman