

## **The complaint**

Mr P has complained that AXA PPP Healthcare Limited failed to cancel a policy he had taken out for the benefit of Mrs P. And that he was assured of his rights to cancel the policy in 2013.

## **What happened**

Mr P took out a private medical insurance policy in 2013 with Mrs P being the person insured. He says AXA told him that he had the right to cancel the policy then.

In January 2022, Mr P called AXA to cancel the policy but it said it would need Mrs P to confirm that she consented to the cancellation as she was the policyholder even though Mr P was paying the premiums. AXA offered to refund the premium to Mr P but explained it would need Mrs P's authority to cancel the policy and the premiums would still be due. It said it would eventually be cancelled if the premiums weren't paid.

In April 2022, Mr and Mrs P wrote to AXA and confirmed that they wanted the policy cancelled. AXA said that although this letter was received and signed for, it wasn't acted on as it hadn't been scanned onto the system.

Mr P complained and referred his complaint to the Financial Ombudsman Service but a different Ombudsman dismissed the complaint as we didn't have Mrs P's consent to proceed. I am not revisiting and cannot review that dismissal decision or the reasons for it. Since then, Mrs P has provided her consent and so we have decided to look into the complaint.

Our investigator outlined the main complaint points as follows:

- The sale of the policy in 2013 where Mr P says he was told he would have the right to cancel the policy
- The cancellation request in 2022

Our investigator issued his view in which he said AXA should refund the premiums from 2022 with 8% simple interest added.

Mr P agreed but AXA disagreed.

And so the case has been passed to me to decide.

## **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 issued my provisional decision on 9 February 2026 in which I said the following:

“Having done so, I agree with the recommendation made by the investigator. I'll explain why.

The background to this matter has been set out in quite some detail by the investigator. And I have carefully considered everything both parties have said even if I don't explicitly address every point in my decision. I won't repeat the facts here again. Instead I will focus on what I consider to be the crux of the complaint and summarise what is key to my conclusions.

#### What I can look at

Having carefully considered the extensive information and detailed representations submitted by both sides, I think the crux of this complaint is AXA's refusal to cancel the policy in early 2022.

#### What I can't look at

Under our rules, we can't look at complaints made more than six years after the event complained of. Or more than three years from when the person complaining knew, or ought reasonably to have known they had cause to complain.

The sale of the policy in 2013 and any representations made to Mr P about cancellation rights are out of time and therefore out of jurisdiction, for the reasons already explained by our investigator. Mr P says he was under the impression that he had rights to cancel the policy based on information he was provided in 2013. But as that happened more than six years ago, I have considered whether Mr P made the complaint within three years of when he knew, or ought reasonably to have known he had cause to complain.

Mr P says he only became aware in 2022 that he had cause for complaint as that is when AXA told him only Mrs P could cancel the policy. But I have seen the membership certificates and guides from 2015 onwards which name Mrs P as the policyholder and which confirm that only the policyholder i.e. Mrs P can cancel or make changes to the policy. So I am satisfied that Mr P ought to have been aware from at least 2015 that he was not named as the policyholder and that only Mrs P could make changes.

As the letters were correctly addressed, I have no reason to doubt that they were sent. Mr and Mrs P live at the same address. If Mr P did not receive any policy documentation and he believed he was the policyholder, I would have expected him to have raised this with AXA at the time. And so this complaint has been made out of time. In any case, as explained by our investigator, this has minimal impact on the outcome as Mr P did not try to cancel the policy until 2022.

#### The request to cancel the policy in 2022

Both sides accept that Mr P called AXA in January 2022 and asked it to cancel the policy.

The policy document confirms how the policy can be cancelled as follows:

*"You can cancel our membership by writing to or calling us within the first 14 days of receiving your membership pack (your cooling-off period). If you do this you will receive a refund of the premium you have paid provided that no claims have been paid in that time. If you do not cancel within this time, your membership will continue so long as you continue to pay your premium."*

The policy was in Mrs P's name and so AXA said the cancellation request would need to come from Mrs P. Mr P was unhappy about this as he was the one who had asked for the policy to be put in place and he had been paying for it since 2013. AXA confirmed he could ask for a refund of the January 2022 premium but that wouldn't cancel the policy until Mrs P provided her authority for it to cancel or for Mr P to act on her behalf.

Mr and Mrs P then both wrote a letter to AXA in April 2022 which says:

*“I, Mrs P...do not believe that I have participated in any contractually binding actions that would make me the owner of an insurance policy with Axa. Its my understanding that you called Mr P... and you asked him to take out a policy where he was the owner, and I was the risk being insured. If there is a misunderstanding in that belief, and you believe it is mine, then I demand it to be cancelled. Equally, since this is not my policy, and in fact belongs to Mr P..., he can do what he likes with the policy as he sees fit, including cancelling it, and take any actions, through any means, to enable that.”*

and

*“I, Mr P... also demand that Axa must immediately cease taking money from my bank bank (sic) and refund the premiums paid since January 2022, when you were first given this notice.”*

This letter also confirmed that a joint letter had been sent to AXA on 29 January 2022 which said that if AXA believed Mrs P did have a contract, she wanted it cancelled.

Having considered the content of the April 2022 letter, I am satisfied that Mrs P was asking AXA to cancel the policy. AXA says it didn't act on this letter as it hadn't been properly scanned on to their system and there was a dispute about who was the policyholder.

#### What should have happened?

If AXA had received and scanned the letter, I suspect it would have written to Mrs P or called her to confirm her cancellation request. At that point, it could have confirmed that the policy would be cancelled and she would no longer be covered going forwards. It also could have written to Mr P and acknowledged receipt of his request to stop taking premiums from his account. The effect of this would be that Mr P would no longer pay the premiums and Mrs P would have received a letter confirming that she would no longer be covered.

AXA has said that it couldn't be sure whether the letter was from Mr or Mrs P. Had it taken the above actions and written to both Mr and Mrs P separately, any concerns it had would have been dealt with as Mrs P would then be in a position to contact AXA directly.

#### What did happen and how matters should be put right

AXA didn't act on the letter and also told Mr P that it wouldn't accept a power of attorney document as it wasn't sealed by the court. It said it had written to Mrs P outlining how she could cancel in 2025 but Mr P says AXA has never written to Mrs P. It seems that both parties remained entrenched in their positions instead of taking a pragmatic approach, as I have outlined above.

In the letter dated April 2022, Mr and Mrs P referred to an earlier letter dated January 2022 and our investigator has said that on balance, he believes Mr and Mrs P did send a similar cancellation request in January 2022 as it was referenced in the April letter. I haven't seen a copy of the letter but taking into consideration the phone call that Mr P made in January 2022 and AXA's position that it needed a letter from Mrs P, I think it is more likely than not that Mr and Mrs P did send AXA a cancellation request in writing in January 2022.

I also have to bear in mind that AXA told Mr P that if his direct debit was cancelled, the policy would remain active and AXA would then contact Mrs P to confirm the premium would need to be paid or the policy would eventually be cancelled. This was another option available to

AXA to try to resolve the matter earlier and to also ensure Mrs P's rights were protected and that she was informed of the policy cancellation and that she would no longer be insured.

I have a fair and reasonable remit and I am also expected to resolve complaints as quickly as possible and with minimum formality. Taking the background and all the available information into account, I think the fair and reasonable way to resolve this complaint is for AXA to refund the premiums from January 2022 with 8% simple interest calculated from the date each payment was taken, to the date of settlement.

#### What Mr P says is the impact of not cancelling the policy in 2022

Mr P says that as AXA didn't cancel the policy in 2022, he was unable to find alternative cover for Mrs P and she has since developed health conditions which won't be covered by a new insurer. This isn't something I can be certain of as we haven't investigated this complaint or seen any evidence of pre-existing health conditions or Mrs P's health records. And I am also not satisfied that this has caused a loss in the way Mr P has said it has i.e. evidence that he has had to pay for private treatment or that Mrs P has had to wait for extensive periods for treatment by the NHS.

Private medical insurance doesn't cover every condition or scenario and each insurer provides different levels of cover. In this case, Mrs P has actually been insured with AXA, and AXA has been on risk (and is still on risk as far as I am aware) for any eligible treatment or benefit. If Mrs P chose not to make use of the policy whilst it was still active, I cannot hold AXA responsible. So I will not be awarding any compensation for the opportunity to move insurers or for any treatment paid for privately since 2022.

As Mrs P is still currently insured, she should consider whether she wishes to accept my decision which asks AXA to refund the premiums or whether she wishes to remain insured in which case the policy will not be cancelled and the premiums will not be returned. That is a decision for Mrs P to make.

#### Other concerns

Mr P has raised other concerns about the way AXA has communicated with the Financial Ombudsman Service and the information it has provided including information he says AXA has edited. He has urged me to review the original document dated April 2022. I can confirm I have reviewed the document and have fully considered all the information provided by both sides before reaching my provisional conclusions.

Mr P says AXA concealed notes from 2013. AXA says it wasn't aware those notes existed until it completed a search following a subject access request. I am satisfied with AXA's response to this and I haven't seen any evidence that AXA deliberately concealed information as it later provided what it found after carrying out a search in line with its obligations.

Mr P says AXA and its solicitors have acted inappropriately during the complaint. Complaints handling is not a regulated activity so I will not be commenting on this issue in my decision.

Mr P is unhappy that AXA's solicitor didn't accept the power of attorney. He has made a separate complaint to the solicitor and that is something he may be able to follow up with the Legal Ombudsman.

Mr P doesn't think our investigator has given adequate thought to a compensation payment but I have already explained why I don't think compensation is due for not being able to obtain alternative healthcare. I think the refund of premiums plus interest take into account

the length of time Mr P has been without the funds.

Mr P has said he has spent time and effort in making the complaint and dealing with AXA. I don't think any additional compensation is due as we did dismiss an earlier complaint as Mr P didn't provide Mrs P's consent when we asked for it. I have to be fair to both sides and can't penalise AXA for the ongoing dispute whilst we were waiting for Mrs P's consent."

### Responses to my provisional decision

I thank both sides for responding to my provisional decision. AXA has agreed to it. Mr P has responded in detail and says he mostly agrees with my findings. He has sent in lengthy submissions about matters he feels I may have accidentally misunderstood or missed.

I have read Mr P's submissions in full and as I said in my provisional decision, I will focus on the crux of the complaint which means I won't address everything. I can assure Mr P I have considered everything he has said.

I will not be classifying my findings as Mr P has asked me to. As a quick and informal resolution service, I am required to reach a decision with minimal formality and as quickly as possible. However, there are some matters I can clarify for Mr P here.

- Mr P doesn't believe the complaint about the sale in 2013 is out of time.

Mr P has said that I have alluded to the fact that Mr P should have inspected the letters sent to Mrs P as they live at the same address. My decision sets out above why Mr P ought to have been aware of a cause for complaint in at least 2015. I have seen letters from 2015 onwards addressed to Mrs P outlining her cancellation rights. Even if Mr P didn't inspect Mrs P's documents, she would have known that she, as the policyholder, was the only person with cancellation rights. And Mr P would have known that he was only receiving letters about his right to cancel the direct debit. I would expect Mr and Mrs P to talk to each other about the policy if, as Mr P says, the arrangement was for him to be able to make changes and manage the policy as he thought he could. And so this complaint is out of time.

- Mr P says the 2013 issue is integral to this complaint and has material distress and inconvenience elements.

Mr P says he was under the impression that he could cancel the policy of his own accord, and had AXA honoured that, Mr and Mrs P would not have gone through material inconvenience. I have already concluded above "*Mr P has said he has spent time and effort in making the complaint and dealing with AXA. I don't think any additional compensation is due as we did dismiss an earlier complaint as Mr P didn't provide Mrs P's consent when we asked for it.*" I don't think the 2013 issue is integral in any event as Mr P didn't try to cancel the policy until 2022. And he was also told that he could cancel his direct debit in 2022 but the policy would remain. The dispute continued longer than necessary and it's unfortunate for all parties. But I don't agree that any compensation is due for the reasons already explained.

- Mr P has asked about a complaint to the Legal Ombudsman.

My provisional decision said Mr P may be able to follow up with the Legal Ombudsman as he said he had made a complaint to the solicitor. I haven't seen that complaint and so I am not aware in what capacity the complaint was made. Mr P should contact the Legal Ombudsman directly to ask whether it can help or signpost him to the relevant organisation.

### Summary

I have summarised and paraphrased a lot of what Mr P has said and haven't addressed all of his points as I don't think they change the outcome. In summary, the policy should have been cancelled in early 2022 and there were delays in resolving this matter whilst we were waiting for Mrs P's consent. Having considered everything Mr P has said, I remain of the view that my provisional decision provides a fair and reasonable outcome to this complaint and so I adopt it as my final decision.

### **My final decision**

For the reasons set out above, I direct AXA PPP Healthcare Limited to refund all premiums paid since January 2022 with 8% simple interest per annum calculated from the date each payment was taken, to the date of settlement.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P and Mr P to accept or reject my decision before 25 March 2026.

Shamaila Hussain  
**Ombudsman**