

## **The complaint**

Mr K is unhappy that AXA PPP Healthcare Limited didn't fully settle claims he made for dental treatment on his private medical and dental insurance policy.

I'm not asking AXA PPP Healthcare Limited to do anything different to resolve Mr K's complaint.

## **What happened**

Mr K claimed for dental treatment for himself and his son. AXA partly settled Mr K's claim and didn't cover his son's claim. Mr K complained to AXA.

In their final response letter AXA reimbursed Mr K for his treatment up to the policy limit and paid £25 compensation. However, they said the treatment Mr K's son received wasn't covered as it was orthodontic treatment. Unhappy, Mr K complained to the Financial Ombudsman Service.

Our investigator looked into what happened and didn't uphold the complaint. She thought AXA had acted fairly and in line with the policy terms.

Mr K didn't agree and asked an ombudsman to review his complaint. In summary, he didn't think the policy terms were clear about how the exclusions worked. He didn't think a reasonable policyholder would understand that the optional cover terms were overridden by the main policy terms. He says that the terms are ambiguous and therefore ought to be interpreted in his favour. So, I need to make 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.

Mr K's complaint points have focused on the outstanding bill for his son's treatment. So my decision will focus on that as I think that's now the crux of this complaint.

The relevant rules and industry guidelines say that AXA has a responsibility to handle claims promptly and fairly. And they shouldn't reject a claim unreasonably.

The main policy terms and conditions say:

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

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 dental origin, this also means we will not pay any fees for dental specialists, such as orthodontists, periodontists, endodontists or prosthodontists....

Extra cover if you have the Dentist and Optician option

If you have Dentist and Optician cover please see the Dentist and Optician cover handbook.

Specialist is defined as:

A medical practitioner who meets all of the following conditions:

- Has specialist training in an area of medicine, such as training as a consultant surgeon, consultant anaesthetist, consultant physician or consultant psychiatrist
- Is fully registered under the Medical Acts
- Is recognised by us as a specialist.

Mr K purchased the additional Dentist and Optician cover. It says:

Please read this leaflet alongside your Business Protect membership handbooks as these contain the full terms of your cover under the Business Protect Plan.

Under 'Dentist fees' it says that AXA will cover 100% of your dentist's fees, up to £500 a year. It goes on to say:

We will pay fees that you have paid directly to a dentist or dental hygienist, so long as they are registered with the General Dental Council. If you have an excess we will not take this off this benefit.

I'm not upholding this complaint because:

- I don't think that AXA's interpretation of the terms is inconsistent or contradictory. I think the main policy terms make it clear that there is no cover for routine dental treatment or specialist dental treatment, including orthodontic treatment.
- The Dentist and Optician cover is an additional benefit so has additional terms. I think those terms make it clear that AXA will cover fees paid directly to a dentist or dental hygienist. Mr K claimed for payments made to an orthodontist so, on a strict application of the policy terms I don't think there is cover under the policy.
- I don't think the terms are ambiguous or unclear in the way Mr K has suggested. The additional cover makes no mention of cover for orthodontic or specialist treatment. And it specifically refers to the main policy terms and says that they should be read alongside the policy terms. So, I think it's adequately clear that the additional cover offered by the Dentist and Optician cover is limited to appointments with dentists or dental hygienist.
- I don't think there's any wording in either the main terms or the additional cover terms which can reasonably be interpreted as suggesting that there is benefit for orthodontic or specialist dental treatment. So, I haven't found Mr K's representations that AXA's application of the terms is selective to be persuasive. If Mr K was unsure about the scope of cover it was also open to him to check with AXA before committing to the treatment.
- Mr K has referred to orthodontists being registered with the General Dental Council (GDC). The GDC's website refers to an orthodontist being 'the speciality of dentistry concerned with the diagnosis, prevention, interception, and treatment of irregularities

affecting the teeth and bite, and growth of the face in both children and adults'. I think AXA reasonably concluded an orthodontist was a specialist, rather than a dentist or dental hygienist.

- I've thought about whether it would be fair and reasonable to direct AXA to depart from the policy terms in the circumstances of this case. I'm not persuaded it is. AXA has made a commercial decision about the level of cover it's prepared to offer under the policy. That doesn't include orthodontic treatment. And I don't think there's any basis upon which I can fairly and reasonably direct them to cover treatment outside the scope of policy.

### **My final decision**

I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 5 May 2026.

Anna Wilshaw  
**Ombudsman**