DRN-6266571

The complaint

Ms G complains that AXA PPP Healthcare Limited trading as AXA PPP healthcare ('*AXA*') has unfairly reused a claim she made under her private medical insurance policy.

To resolve her complaint, Ms G wants AXA to honour her claim or otherwise clearly explain why it isn't covered.

What happened

In January 2025, Ms G made a claim under her Health For You policy for the cost of a Botulinum toxin injection ('*Botox*') to treat her retrograde cricopharyngeal dysfunction ('*R-CPD*'). This was approved by AXA.

In August 2025, Ms G made a second claim for the same treatment with the help of a third party. However, AXA told Ms G that it couldn't pay the full cost of the claim, instead only 60%. It thereafter said it would cover the cost if she undertook the procedure with a different provider. Thereafter AXA later told Ms G it couldn't pay the claim at all. It said this was because the initial Botox injection had been erroneously approved – and it no longer offered cover for Botox injections to treat R-CPD in line with The National Institute for Health and Care Excellence ('*NICE*') guidelines.

Ms G complained. In September 2025, AXA rejected the complaint in respect of the claim. It said its stance had changed in line with NICE guidelines and it could no longer cover the cost of the Botox injection procedure.

Ms G referred her complaint to this service. AXA said it was prepared to reconsider its view on the complaint in respect of the service it had provided, noting its actions had caused Ms G confusion. It therefore offered to pay Ms G £100 to reflect the disappointment she had been caused by its change in stance regarding the claim. Ms G did not accept that offer.

One of our investigators reviewed the complaint bur he didn't think it ought to succeed. He said Ms G's policy terms were clear insofar as t only treatments that are approved by NICE were covered by the policy. And though AXA had made a mistake, it wasn't looking to recover the mistake in paying the first claim (of £350). Overall, he felt AXA had done more than enough to account for its mistake by offering Ms G further compensation.

Ms G disagreed. She noted:

- The first accepted claim had been for £695, not £350 – she paid her £100 excess and AXA paid the £595 balance.
- In her view, AXA's decision not to reclaim the cost of the treatment should not be viewed as a form of compensation.
- She accepts that the policy wording was central to the investigator's assessment.
- However, she doesn't feel sufficient weight has been given to the inconsistencies in AXA's explanations, and the disruption caused by how her claim was handled.
- It was only after she challenged using a different provider (which would undertake a more invasive procedure) that AXA decided it wouldn't cover the claim at all. Had she

not followed up and challenged this, she could easily have gone ahead with treatment under the false impression that it was still partially or fully covered, resulting in significant and unexpected personal cost.
- AXA relies on NICE guidelines, but NICE has confirmed that there has been no change since 2022 in how the Botox procedure is undertaken. It was only after that clarification that AXA insisted the procedure should never have been covered at all.
- She isn't arguing about AXA's reliance on the guidelines, but rather its position that things have changed which contradicts the confirmation from NICE.
- She is unhappy with how AXA has communicated its changeable decisions to her. She feels its decisions must be applied with greater consistency, especially as they involve medical care.
- Further compensation should be considered for what has gone on.

Our investigator wasn't prepared to change his view on the complaint. He noted that at present there was no approved treatments for R-CPD in the NICE guidelines. And though AXA had wrongly approved the first treatment, Ms G had received some medical benefit from that treatment. Our investigator didn't believe Ms G had been disadvantaged in any way; he therefore didn't think he should ask AXA to do anything more than it already had.

Ms G asked for her complaint to be passed to an ombudsman. She supplied supporting evidence from her GP of the impact that AXA's behaviour had upon her. Ms G also said that though most patients experience relief after one injection, others do require second or even third injections. Finally, Ms G noted how she appreciated that, viewed in isolation, temporary improvement may appear to constitute a benefit. However, her concern was that this framing of AXA's mistake 'working to her advantage' treats the first injection as a standalone outcome, rather than as part of a recognised diagnostic and therapeutic process.

AXA had no other comments for me to consider. The complaint has now 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.

I recognise the depth of feeling Ms G has about this matter and I thank her for the time and detail taken over her representations to this service. That being said, I won't be addressing every individual submission in turn. I do not intend that as a discourtesy to the parties. I've fully reviewed all the information before me. in reaching my findings, I've focused on what I consider to be the central issues. I don't need to comment on every argument to be able to reach what I think is the right outcome in the circumstances. Our rules allow me to take this approach; it reflects the informal nature of our service, as a free alternative to the courts.

I am pleased to see that AXA has recognised it ought to pay compensation to Ms G for the confusion it has caused by way of its customer service during the course of Ms G's claim. However, beyond directing AXA to pay the £100 compensation it has already offered Ms G relating to that customer service experience, I don't consider it needs to do anything further to resolve the complaint. I'll explain my reasons for this view below:

- The relevant regulatory rules and industry guidance say that AXA has a responsibility to handle claims promptly and fairly and it shouldn't reject a claim unreasonably.

- So, I've considered Ms G's policy's terms and conditions against the circumstances of her claim . Those terms say:

"*Our cover for treatment and surgery*
We cover treatment and surgery that is conventional treatment.

What do we mean by conventional treatment?
We define conventional treatment as treatment that is established as best medical practice, and is practised widely in the UK. It must also be clinically appropriate in terms of necessity, type, frequency, extent, duration and the facility or location where the treatment is provided. In addition, to meet our definition it must be approved by NICE (The National Institute for Health and Care Excellence) as a treatment which may be used in routine practice. Otherwise, it must have high quality clinical trial evidence proving it is effective and safe for the treatment of your medical condition (full criteria available on request)".

- And, an eligible treatment is defined as:

  "*Eligible treatment is treatment of a medical condition that is covered by this policy and is not excluded by any of the rules in this handbook*".

- I don't intend to repeat the NICE guidance here, as both parties have referred to it already. I am satisfied that NICE shows the treatment hasn't been approved under its guidelines for NHS treatment since 2022, though it notes it is being performed on a private basis. This would have been the case for both claims.

- Furthermore, R-CPD is not a medical condition covered by Ms G's policy. Unfortunately, not all conceivable conditions are covered by private medical insurance policies, which is why AXA defines which treatment is eligible based on its policy definitions of medical conditions.

- It follows that I cannot conclude AXA has behaved unfairly when it refused the second claim– as the first one should never have been approved.

- I can see that when an approved third party called AXA in May 2025 to speak about Ms G's first claim, it was explained that the treating professional was no longer an 'approved' Health for You specialist – meaning only 60% of costs would usually be covered. The policy terms clarify how "*your policy will only pay for treatment in full with a Health for You specialist who operates from a hospital or day-patient unit in the hospital list*." Previously, the specialist had been on the approved list. Despite this, AXA met the claim in full, less the policy excess.

- Nonetheless, by the time Ms G came to make a second claim, there was confusion over the cover for the previous specialist – which is why a different specialist who would be fully covered by the approved list was discussed.

- And, by the time of the three calls with Ms G's mother in September 2025, things had become confused even more, because AXA had by this time corrected the position that it couldn't cover Ms G at all.

- Though communication has taken place via third parties, I do accord with Ms G's view that AXA has made a mistake in its handling of her claims overall. Notwithstanding that AXA has covered the first treatment when it shouldn't have impact on her has been more than trivial – and I can see this has caused her concern

about the accuracy of AXA's communications.

- What this service does is consider if a business has treated a customer unfairly because of actions or inactions. And if it has done so, we then go on to consider what ought to be done to put the mistake(s) right. As well as putting right any financial losses in a complaint, we also consider the emotional or practical impact of any errors on a complainant. For completeness, I do not believe AXA's mistake in respect of the claim had any financial impact on Ms G. Rather, since neither claim should have been approved, Ms G has received a contribution she wouldn't otherwise have had. However, its mistakes regarding correct assessment of the claim – notably in the event of a second claim – led to unnecessary confusion for Ms G. It is right that AXA acknowledges that impact.

- I am satisfied that AXA has fairly proposed to pay Ms G £100 for its poor standard of communications concerning the claims overall – which led Ms G into believing a second claim should be covered, when this wasn't the case. It also failed to explain how it had applied the NICE guidance correctly (that the position since 2022 was that the Botox procedure was not eligible under that guidance). That award is within the range of awards I would consider appropriate for short term upset and frustration caused by a business in the administrative mishandling of a claim.

- I realise Ms G feels additional compensation is appropriate, since there was a prospect she could have gone ahead with a second procedure without payment from AXA – something she couldn't afford. However, this didn't happen. I cannot consider compensating Ms G for the prospect of a hypothetical financial loss. As it was, Ms G was required to authorise treatment by notifying AXA beforehand; and her representatives were made aware that cover couldn't be offered before any treatment took place for the second claim – so no actual financial loss occurred.

- Further, in making awards of this nature, we do not fine or punish businesses; that regulatory role falls to the Financial Conduct Authority. It may be helpful for Ms G to review to guidance available on our website around the amounts and types of awards made in instances of upset, trouble, inconvenience and distress caused by businesses in the complaints we see at this service.

Putting things right

I believe that AXA has now taken reasonable steps to resolve the complaint, by recognising its customer service failings and offering to pay Ms G £100 for the upset he had been caused by the impact of its miscommunications about eligible treatment. I think this offer is fair in all the circumstances. I note Ms G did not accept this offer. So, my decision is that AXA should pay £100 to Ms G, as it hasn't been able to make that payment to her to date.

My final decision

For the reasons explained, I uphold this complaint in part. I do not uphold the complaint in respect of AXA's decision to decline Ms G's second claim.

However, for the reasons set out, I find that AXA's offer to pay Ms G £100 as compensation for the impact of its customer service is reasonable in the circumstances.

I direct AXA PPP Healthcare Limited trading as AXA PPP healthcare to pay Ms G £100. I make no other award.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss G to accept

or reject my decision before 28 April 2026.

Jo Storey
Ombudsman