

## **The complaint**

Mrs J complains that AXA PPP Healthcare Limited won't reinstate outpatient cover on her annual private medical insurance policy.

## **What happened**

The background to this complaint is well-known to both parties. So I've simply set out a summary of what I think are the key events.

Mrs J has held cover with AXA for many years. Each annual policy renewed on 1 January of each year. She previously had a 'Key' plan which included outpatient cover. However, due to premium increases, in December 2020, Mrs J chose to change to an 'Assure' Plan effective from 1 January 2021. This provided ongoing cover for Mrs J's existing medical conditions but removed her outpatient allowance.

In November 2024, Mrs J contacted AXA to discuss her renewal premium. During the call, she queried how much the policy would cost if she reinstated outpatient cover. In brief, AXA explained that upgrades could only be made at policy renewal and would be subject to underwriting criteria.

Subsequently, in June 2025, Mrs J complained to AXA because she said it wouldn't let her reinstate her outpatient allowance. She was also unhappy because she felt she should have been told in 2020 that she wouldn't be able to reinstate outpatient cover.

AXA didn't agree that it had done anything wrong, so Mrs J asked us to look into her complaint.

Our investigator didn't think AXA had treated Mrs J unfairly. He felt the policy terms made it clear that upgrades could only take place at renewal and that there could be restrictions on whether this could happen. He also considered the call handlers in 2020 had clearly explained how removal of the outpatient allowance would impact Mrs J's cover and that Mrs J had been happy to go ahead. And he didn't agree that there was any specific contract exclusion preventing Mrs J from reinstating outpatient cover.

Mrs J disagreed and so the complaint's 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.

Having done so, whilst I'm sorry to disappoint Mrs J, I don't think AXA has treated her unfairly and I'll explain why. In making my decision, I've taken into account relevant considerations, such as the relevant regulator's rules and principles, the policy terms and the available evidence.

First, I'd like to reassure Mrs J that while I've summarised the background to her complaint and her submissions to us, I've carefully considered all that's been said and sent. It's clear

this matter is very important to her. In this decision though, I haven't commented on each point that's been made and our rules don't require me to. Instead, I've focused on what I consider to be the key issues.

### *The policy terms*

I've first considered the policy terms and conditions, as these form the basis of the contract between Mrs J and AXA. Page 57 of Mrs J's policy explains when changes can be made to cover. It says:

*'You may be able to change your cover:*

- in the 14 days after you receive your membership documents*
- when you renew – when we send your renewal documents, we will ask if you want to change your cover before you renew*
- in the 14 days after you receive your renewal documents.*

*Please call us so we can talk about the options available to you. Depending on your underwriting style, any pre-existing medical conditions you have and any medical conditions that have developed since you joined, there may be some restrictions or limitations to the cover you can add.'*

In my view, the contract terms make it clear that changes can only be made to a policyholder's cover around the date of renewal. So any changes Mrs J wanted to make – such as upgrades or downgrades – could only take place around 1 January of each year. I also find the policy terms explain in a clear, fair and not misleading way, that AXA won't automatically agree to make policy changes. I think too that the contract clearly sets out that cover changes may be subject to restrictions or limitations, depending on a policyholder's medical conditions. I don't consider AXA has included a blanket exclusion on upgrading a policyholder's level of cover.

### *The plan change*

I've listened carefully to the calls Mrs J had with AXA's call handlers in December 2020. There's no dispute that in January 2021, Mrs J switched from the Key plan to the Assure plan. This change removed Mrs J's previous £750 outpatient allowance. Having listened to the calls, I'm satisfied both call handlers clearly explained to Mrs J what the impact of removing the outpatient allowance would be and that Mrs J was happy to proceed on that basis. Her decision to switch to the Assure plan seems to have been driven by her wish to reduce her annual premium.

During the calls, Mrs J didn't ask whether or not she'd be able to reinstate the outpatient allowance in the future. Nor did either call handler make any suggestion to Mrs J as to whether she'd be able to do so at future renewals. However, like the investigator, I don't think AXA could have accurately told Mrs J, in 2020, whether or not she'd be able to reinstate the outpatient allowance at a future renewal. That's because, as I've set out above, AXA's decision as to whether to allow cover changes can be subject to restrictions and limitations. And neither call handler would have reasonably been in a position to know what medical conditions Mrs J might develop in the future, or what her cover needs would be.

This means I'm satisfied AXA gave Mrs J clear and accurate information about the cover she was taking out in December 2020 and I don't find it misled her in any way.

### *Other considerations*

It's clear from all Mrs J has told us that she's had to pay personally for some outpatient appointments. I don't doubt this is frustrating for her. But AXA's contact notes show that over the years, since she changed from the Key to Assure plan, she's sought to reduce her premiums. In November 2024, Mrs J spoke with AXA because she was unhappy with the proposed increase to her 2025 annual premium. During the call, Mrs J appears to have asked what would happen to the policy price if she reinstated the outpatient allowance. AXA's notes indicate that the call handler told Mrs J that upgrades could only happen at renewal and that they'd be subject to medical underwriting. It doesn't seem then that AXA informed Mrs J at that point that she *couldn't* reinstate this cover. And it seems Mrs J's decisions about her level of cover at renewal in 2025 were likely influenced by the cost of the policy. I say that because the call notes explain that the call handler explored the options for reducing the premium with Mrs J, rather than seeking to increase it.

I sympathise with Mrs J's position because I appreciate she feels she has no choice but to remain with AXA, given her medical history. But as I've set out above, I don't think AXA has made any errors in the way it's administered Mrs J's plan or that it's given her any misinformation. And that means I've decided it hasn't done anything wrong and doesn't need to do anything more.

### **My final decision**

For the reasons I've given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J to accept or reject my decision before 15 May 2026.

Lisa Barham  
**Ombudsman**