

complaint

Mrs M is unhappy that AXA PPP Healthcare Limited ("AXA") has declined to cover the cost of her claim for a laser iridotomy, made against her private medical insurance policy. She is represented by her husband, Mr M.

background

Mrs M was referred to a consultant due to the close angle symptoms she was experiencing resulting from an eye problem. Her consultant recommended that she had a laser iridotomy.

Mrs M's husband contacted AXA to authorise the treatment for Mrs M but was advised that it would not be covered by her policy as it was considered to be preventative treatment, preventing the onset of glaucoma. Therefore, the treatment was declined.

Mrs M had the treatment carried out on 25 February 2015. She then complained to AXA about its decision. But AXA maintained its decision to not cover the cost of the treatment.

The complaint was referred to this service. Our adjudicator upheld Mrs M's complaint and said that AXA should cover the cost of her treatment. AXA did not agree.

In light of the ongoing dispute, the matter has been referred to me to consider afresh.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I should say at the outset that each case that is considered by this service is looked at on its own merits. The outcome of one complaint does not mean that another complaint about the same treatment or policy term would be concluded in the same way. Our role is to decide what is fair and reasonable in all the circumstances of a complaint – it follows that individual complaints do not set precedents.

In the particular circumstances here, Mrs M was referred to her consultant because she had close angle symptoms which were considered to be already very narrow. It was also reported that she had been having severe headaches with nausea, as well as neck issues and stress.

AXA feels that since there was no raised intra-ocular pressure, nor a diagnosis of glaucoma, the treatment was for preventative reasons. It refers to websites which show that the main use of laser iridotomy is to prevent glaucoma.

There is no dispute that Mrs M's policy does not provide cover for preventative treatment. However, it does provide cover for active treatment of disease, illness or injury. Here it is clear that Mrs M was experiencing symptoms because of her condition. I have seen no evidence that the treatment was recommended solely to prevent the onset of glaucoma. The fact that it would prevent glaucoma was incidental, so I don't consider it fair to decline cover on this basis. If AXA doesn't wish to pay for this treatment unless there is a diagnosis of glaucoma, it could say so in the policy.

Given the evidence here I am satisfied that the laser iridotomy was being used to correct Mrs M's acute angle closure symptoms and that she shouldn't be denied funding for this treatment on the grounds that it will also help to prevent her from developing glaucoma.

my final decision

My final decision is that I uphold Mrs M's complaint. I require AXA PPP Healthcare Ltd to reimburse her the cost of her treatment up to any policy limits. If Mrs M has already settled the procedure costs, it should refund her these costs, including interest at a rate of 8% simple, from the date that the payment was made, until the date of settlement.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 8 February 2016.

Lindsey Woloski
ombudsman