

complaint

Mr P is unhappy that AXA PPP Healthcare Limited will not cover his GP consultations in the UK.

background

Mr P has a private medical insurance policy with AXA. He has previously made successful claims on his policy for GP charges. But in the last twelve months he's told us that he's received conflicting advice about what is covered under the policy.

Mr P complained to AXA. It said that it has paid these in the past, but it wasn't something that Mr P's policy provided benefit for. So it stopped paying them and it says it shouldn't have paid these previously. Unhappy with this, Mr P brought a complaint to this service.

Our investigator looked into things and didn't recommend the complaint be upheld. She felt the policy provided cover for treatment by a GP outside of the UK, but cover for a GP in the UK wouldn't be covered.

Mr P didn't accept our investigator's finding on this point, so the matter's been passed to me to consider.

Mr P did raise a number of other complaint points that were looked into by our investigator and I can see that Mr P considers these to be resolved. So I should make it clear that my decision will only focus on the outstanding complaint point about cover for GP treatment in and outside the UK.

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 can understand why this must have been confusing for Mr P, as after all AXA has told us that it had settled a claim for a GP charge in the past. So I can see it must have been frustrating when he was then told he wouldn't be covered.

What I need to consider is whether AXA has applied the terms and conditions of the policy fairly. Having done so I think it has, so I won't be upholding Mr P's complaint. I understand this isn't the outcome he was hoping for, but I hope my explanation helps him to understand my reasons.

I've looked at the Membership handbook for Mr P's policy and can see the term he refers to where it says '*Medical practitioner charges for consultations. We will pay under this benefit for all consultations, including those related to in-patient or day-patient treatment.*'

I can see why Mr P may think this would mean he would be able to claim for GP consultations in the UK, especially considering that AXA did settle a claim he made for a GP claim in April 2017. AXA has said that it shouldn't have settled that claim.

The policy goes on to provide a definition for medical practitioners for treatments both in and outside the UK. For treatments given in Great Britain it says '*Where treatment is given in Great Britain and Northern Ireland, including the Isle of Man, a medical or dental practitioner*

with full registration under the Medical Acts, who meets our criteria for specialist recognition for benefit purposes, and who we have told in writing that we currently recognise him/her as a specialist for benefit purposes in his/her field of practice’.

Under the terms of the Medical Act 1983, a specialist is also defined as someone who “*possesses special knowledge of a skill in a particular branch or branches of medicine*”. Considering this I don’t think a GP would meet the criteria for treatment in the UK for this policy.

It’s not always possible or reasonable to expect a policy handbook to detail definitions for every term. It’s possible AXA could’ve been clearer with its definition. But it’s not for this service to say how a business should word the terms of its policies.

Mr P had a conversation with AXA in September 2017 when AXA told him that his policy didn’t cover for GP services within the UK, but only outside of the UK. Following this, I’ve also seen that AXA confirmed this to Mr P in writing in October 2017.

I’ve thought carefully about what Mr P has said about the Prestige plan covering GP consultations in some countries and not others. I agree with him, I think this is right. But I can’t fairly say that AXA is wrong to apply these terms to its policy and it does indicate the cover is for ‘many countries’, which does not mean all.

While I do understand Mr P’s frustration I think AXA has applied the terms of the policy fairly. It agreed to settle a previous claim, but it did this in error but honoured the claim. All things considered, I won’t be asking it to do anymore.

my final decision

My final decision is that I don’t uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr P to accept or reject my decision before 29 June 2018.

Stephen Wise
ombudsman