

## **The complaint**

Mr L complains about the way AXA PPP Healthcare Limited has settled claims he made on a group private medical insurance policy.

## **What happened**

Mr L is insured under a group private medical insurance policy. The policy includes enhanced outpatient cover, up to a limit of £1000 per policy year.

In April 2023, Mr L contacted AXA for authorisation to see a urologist. AXA authorised Mr L's claim and Mr L saw a urologist on 10 May 2023. Following the appointment, the treating hospital sent an electronic invoice to AXA for two tests which had taken place during the appointment. The invoice included a charge of £104.20 for a portable bladder scan. AXA settled the invoice.

Subsequently, Mr L underwent further consultations and testing with the urologist, including two ultrasound tests on 2 June 2023 and a urine flow test on 8 June 2023. AXA settled the remaining invoices up to the policy outpatient limit of £1000. However, the invoice amounts exceeded £1000, which meant Mr L was left with a shortfall amount to pay.

Mr L was unhappy with the way AXA had settled his claims. He didn't agree that he'd undergone a scan on 10 May 2023 and so he didn't think AXA should have paid this amount. He was also unhappy because he said AXA hadn't provided him with evidence of the invoice or of the test. And he felt the hospital charges were excessive. So he asked us to look into his complaint.

Our investigator didn't think Mr L's complaint should be upheld. She was satisfied AXA had paid Mr L's claims in line with the invoices it had been sent by the treating hospital. She also felt AXA had settled the claims in line with the annual outpatient policy limit. And she explained that AXA wasn't responsible for setting the prices of hospital procedures.

Mr L 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 Mr L, I don't think AXA has treated him unfairly and I'll explain why.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. So I've considered, amongst other things, the policy terms and the available evidence, to decide whether I think AXA handled Mr L's claims fairly.

I've looked carefully at Mr L's membership certificate. I can see that his policy includes enhanced out-patient cover. The contract terms state that enhanced out-patient cover provides an annual limit of £1000 per policy year for outpatient consultations and diagnostic

tests. So I'm satisfied it was fair and reasonable for AXA to settle Mr L's outpatient costs in line with the enhanced out-patient cover, up to this limit.

It's clear that Mr L doesn't agree that he underwent a scan on 10 May 2023 and so he doesn't think a charge of £104.20 should have been paid. I appreciate he hasn't been sent a copy of the invoice from the treating hospital which shows the name of the test and when it took place. However, AXA has provided us with a copy of the electronic invoice it was sent on 18 May 2023 by the treating hospital for direct payment. This included a charge of £104.20 for a portable bladder scan, which took place on 10 May 2023. I understand Mr L would like to see a copy of this invoice, but I'm afraid I can't share it with him because it's confidential. I hope it reassures him though to know that someone independent and impartial has checked this evidence carefully.

Based on the invoice AXA was sent, I think it was reasonably entitled to settle the cost of the scan, in line with the policy terms. As Mr L disputed that the scan had taken place, AXA contacted the hospital to try and clarify exactly what treatment Mr L had undergone. Unfortunately, it didn't receive a response to its queries. Nonetheless, I find it took reasonable steps to try and check the invoice with the treating hospital. If Mr L still feels he didn't undergo a bladder scan on 10 May 2023, he'll need to raise this directly with the treating hospital.

AXA has also provided evidence of the other costs it was billed for Mr L's outpatient consultations and tests. I'm satisfied that it settled these claims in line with the policy terms and up to the annual outpatient limit of £1000. I appreciate this means Mr L was left with a shortfall balance to pay, but I don't think AXA unfairly declined to pay any outpatient charges exceeding £1000.

It's clear too that Mr L feels the costs of the diagnostic tests he underwent were excessive and not in line with the costs other private hospitals charge. However, AXA doesn't set the prices the hospitals charge and it isn't responsible for their costs. So if Mr L feels that he and AXA were overcharged for the diagnostic tests and procedures he underwent, he'll need to complain about this to the hospital.

Overall, despite my natural sympathy with Mr L's position, I find that AXA settled his claims promptly and fairly.

### **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 Mr L to accept or reject my decision before 2 February 2024.

Lisa Barham  
**Ombudsman**