

## **The complaint**

Mrs M complains that AXA PPP Healthcare Limited led her to believe she could make a claim under her private medical insurance policy.

## **What happened**

Mrs M holds private medical insurance cover with AXA. Her policy has a 'six-week option', which means AXA won't cover treatment that can be carried out by the NHS within six weeks, including emergency treatment.

Mrs M was admitted to an NHS hospital for emergency treatment, and remained there for several weeks. AXA advised Mrs M's husband that she could claim NHS cash benefit under the policy. It also later advised her husband that a cheque would be issued for this. However, AXA then realised that Mrs M wasn't eligible for the benefit, as she'd been treated under the NHS within six weeks. It offered Mrs M £300 compensation for giving her husband the wrong information about this. Unhappy with this, Mrs M brought a complaint to this Service.

Our investigator didn't recommend the complaint be upheld. She thought AXA had turned down the claim in line with the policy terms. Although AXA had given Mrs M's husband the wrong information, she didn't think that meant it needed to pay the claim. The investigator thought the compensation AXA had offered for its error was reasonable in the circumstances.

Mrs M didn't accept our investigator's findings, and so the matter has been passed to me for a decision.

## **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.

The policy explains that cover will be provided if the NHS can't provide treatment within six weeks (the 'six-week option'). It also makes it clear that the policy won't cover urgent or emergency treatment, as this would take place within six weeks.

The policy provides benefit of £50 per night (up to £2,000) if Mrs M has inpatient treatment on the NHS that could have been claimed under the policy if she'd had it privately. This is known as 'NHS cash benefit'. The policy explains that if the NHS provides treatment within six weeks, the NHS cash benefit can't be claimed.

It's not in dispute that Mrs M needed emergency in-patient treatment, and she received this under the NHS within six weeks. That means she wasn't entitled to claim under the policy for private treatment due to the six-week option, and also meant she couldn't claim NHS cash benefit.

However, AXA wrongly told Mrs M's husband that she could claim the NHS cash benefit. When Mrs M's husband then called AXA to chase the payment, he was also wrongly told the £2,000 payment would be made.

Mrs M wasn't entitled to NHS cash benefit, and so it wouldn't be reasonable for me to require AXA to pay this, even though AXA led Mrs M's husband to believe that the benefit would be paid. However, Mrs M was disappointed to learn that she wasn't entitled to the £2,000 payment. AXA has recognised this and paid £300 compensation by way of apology for its error. I'm satisfied this was reasonable in the circumstances.

### **My final decision**

My final decision is that I don't uphold this complaint, as I find that AXA PPP Healthcare Limited has paid reasonable compensation for its error.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 24 October 2023.

Chantelle Hurn-Ryan  
**Ombudsman**