

## **The complaint**

Miss R complains that AXA PPP Healthcare Limited has unfairly declined her claim under her private medical insurance policy.

## **What happened**

Miss R has private medical insurance cover which is underwritten by AXA. In 2000 Miss R was unfortunately diagnosed with breast cancer, following which she had a double mastectomy and reconstructive surgery with implants fitted. In 2018 Miss R had the implants replaced and then in 2023 she had the implants removed and further reconstructive surgery.

A claim was made to AXA for the costs of the surgery in 2023 but AXA declined the claim. It said that the policy doesn't provide cover for treatment which relates to previous reconstructive surgery. Miss R was unhappy with this outcome and complained to AXA as she felt it was discriminating against cancer sufferers. AXA didn't change its stance on the claim and so the complaint was brought to this service.

Our investigator looked into the matter but didn't uphold the complaint. He found that the policy terms didn't provide cover for such surgery if it is connected to a previous reconstructive surgery. As this operation in 2023 related to the previous reconstructive surgeries she had received, he didn't think AXA had acted unfairly by declining the claim.

Miss R disagreed with our investigator's view. As no agreement could be reached, the matter has 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.

The relevant rules and industry guidelines say that insurers must handle claims fairly and shouldn't unreasonably reject a claim. I've taken these rules into account when deciding what I think is fair and reasonable in the circumstances of Miss R's complaint.

As is commonplace with insurance policies, AXA's policy doesn't provide cover for every eventuality. But as long as AXA sets out what is and isn't covered by the policy in its terms and conditions, it can decline to pay for anything which it has excluded within those terms. So, I need to decide if AXA has applied its terms fairly.

### *The policy terms and conditions*

Miss R is claiming for reconstructive surgery. The policy contains the following terms:

#### *4.29 Reconstructive surgery*

*We do cover reconstructive surgery, but only in certain situations.*

The policy also specifically refers to cover for cancer and reconstructive surgery following breast cancer. It states the following:

*The first reconstructive surgery following surgery for breast cancer.*

*We will cover:*

- *one planned surgery to reconstruct the diseased breast*
- *nipple tattooing, up to 2 sessions*
- *one planned surgery to reconstruct the nipple.*

Under both of these sections there is the following exclusion:

*What is not covered?*

*We do not cover treatment that is connected to previous reconstructive surgery or any cosmetic operation.*

*Has the claim been declined fairly?*

Based on the policy terms above, I think it is clear that the policy does provide cover for reconstructive surgery, however, there are only certain situations when this will be covered. And the policy specifically excludes such surgery which is connected to a previous reconstructive surgery.

Miss R received reconstructive surgery in 2001, following breast cancer, and then had her implants replaced in 2018. The treatment she received in 2023 was further surgery to remove the implants and reconstruct her breasts. This operation in 2023 is connected to her previous surgeries and therefore I'm satisfied that there isn't cover available under the policy for this operation in 2023. So, I don't think AXA was acting unreasonably by declining the claim.

I've noted Miss R has referred to feeling discriminated against as a cancer survivor. She says the requirement for further surgery following reconstruction and implants isn't uncommon. And this is what she thought unlimited cancer cover would provide. I do sympathise with the position Miss R has found herself in and I'm in no doubt that the surgery she obtained was necessary. But I'm persuaded that AXA has applied its policy terms reasonably. And the terms are clear about what is and isn't covered. I don't require AXA to do anything more.

### **My final decision**

For the reasons mentioned above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R to accept or reject my decision before 12 December 2023.

Jenny Giles  
**Ombudsman**