

The complaint

Miss F complains about AXA PPP Healthcare Limited's refusal to cover all of her treatment costs under a private medical insurance claim.

What happened

Miss F has private medical insurance cover with AXA. After Miss F made a claim, AXA agreed to cover the cost of treatment with Dr A as she was recognised by it. But it refused to cover the cost of Miss F's treatment with Miss A (one of Dr A's employees) as it said she wasn't recognised. Unhappy with this, Miss F brought a complaint to this Service, via her representative.

Our investigator didn't recommend the complaint be upheld. She thought AXA's refusal to cover Miss A's fees had been in line with the policy terms.

I issued a provisional decision on 2 October 2023. Here's what I said:

'As Miss F has only complained about AXA's refusal to cover Miss A's fees, this is the only point I have considered within this decision.'

The policy explains that AXA will cover the costs of 'fee-approved' specialists, and some of the costs of 'fee-limited' specialists. It says that if a specialist isn't 'fee-approved' or 'fee-limited' then AXA will not pay any of their fees, or any fees for treatment under their direction.

Miss A wasn't a 'fee-approved' specialist or 'fee-limited' specialist. Therefore, according to the above, AXA didn't need to cover Miss A's fees.

I've considered the rest of the policy to see if Miss A's fees could be covered elsewhere. I note that Miss F held the mental health option on her cover. The policy says that if this is held, AXA will cover out-patient treatment (treatment that takes place in a hospital, consulting room, or out-patient clinic) by any of the following:

- *'a mental health **specialist***
- *a **cognitive behavioural therapist**, so long as a **specialist** in our 'fee-approved' category oversees your **treatment***
- *a **psychologist**, so long as a **specialist** in our 'fee-approved' category oversees your **treatment**.'*

Words in bold are specifically defined within the policy.

A 'specialist' is defined as:

'A medical practitioner who meets all of the following conditions:

- *has specialist training in an area of medicine, such as training as a consultant surgeon, consultant anaesthetist, consultant physician or consultant psychiatrist*
- *is fully registered under the Medical Acts*

- *is recognised by us as a specialist.*

The definition of a specialist who we recognise for out-patient treatment only is widened to include those who meet all of the following conditions:

- *specialise in musculoskeletal medicine, sports medicine, psychosexual medicine podiatric surgery.*
- *is fully registered under the Medical Acts*
- *is recognised by us as a specialist.*

The full criteria we use when recognising specialists are available on request.'

A 'psychologist' is defined as:

'a medical practitioner who meets all of the following conditions:

- *practises psychology*
- *is recognised by us as a psychologist*

....

The full criteria we use when recognising psychologists are available on request'

So if Miss A were a mental health specialist or a psychologist (the treatment was overseen by Dr A, who is in AXA's 'fee-approved' category), then her fees for out-patient treatment could potentially be covered.

I understand that Miss A worked as a Senior Assistant Clinical Psychologist at the time. We asked AXA for more information about this. It said that an assistant psychologist is not a professionally qualified psychologist and doesn't meet its criteria for recognising psychologists. It has set out the steps to become a qualified psychologist. I'm satisfied from this information that Miss A wouldn't be considered a mental health specialist or psychologist.

I therefore find that it was reasonable for AXA to refuse to cover Miss A's fees, as these weren't covered under the mental health option either.

Miss F's representative has made the point that Dr A's Practice Manager had confirmed that AXA had previously covered the cost of treatment carried out by Dr A's employees, as the work was overseen by Dr A.

AXA says that if it has previously paid for Miss A's fees for other members, this would have either been at its client's request through a large corporate scheme, or possibly in error. Regardless of this, Miss A's fees aren't covered under Miss F's policy, and so I don't require AXA to cover these.'

I asked both parties for any further comments they wished to make before I made a final decision.

AXA responded to confirm it had nothing further to add.

Miss F didn't provide any further comments for me to consider by the deadline given.

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.

As neither party has provided any further comments for me to consider, I remain of the view that it was reasonable for AXA to refuse to cover Miss A's fees, and for the same reasons as set out in my provisional decision.

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 Miss F to accept or reject my decision before 13 November 2023.

Chantelle Hurn-Ryan
Ombudsman