

The complaint

Mr P is unhappy that AXA PPP Healthcare Limited has declined claims he's made on his employer's private medical insurance policy.

Mr P is represented but I'll refer to all submissions as being made by him.

What happened

Mr P has claimed on his employer's private medical insurance policy for treatment relating to his mental health.

AXA has declined to cover treatment because they say, in summary, that the policy terms relating to the moratorium haven't been met. Mr P says that he's been diagnosed with Complex Post Traumatic Stress Disorder (CPTSD) which is an entirely new condition.

Our investigator looked into what happened and didn't uphold Mr P's complaint. He didn't think AXA's decision to decline the claims was unreasonable, based on the available medical evidence.

Mr P didn't agree and asked an ombudsman to review the complaint. He says that the policy terms are ambiguous and inadequate. Mr P says CPTSD is entirely different from that of General Anxiety Disorder (GAD) and the symptoms of CPSTD were not present prior to joining the policy. Mr P also feels that AXA refused to engage and left him feeling isolated. He thought the investigator had asked the consultant a leading question and highlighted that the investigator wasn't a clinical expert in the field of mental health.

So, I need to make 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.

I'm very sorry to hear that Mr P has been through such a difficult time. It's clear that it was a very distressing time for both him and his representative.

The relevant rules and industry guidelines say that AXA has a responsibility to handle claims promptly and fairly. And they shouldn't reject a claim unreasonably.

The policy terms and conditions

The policy terms and conditions say:

If you joined us on moratorium terms, it means you won't have cover for treatment of medical problems you had in the five years before you joined us until:

- You've been a member for two years in a row; and

- You've had a period of 24 consecutive months since you joined that have been trouble-free from that condition.

If you joined on moratorium terms, what do we mean by trouble-free?

Trouble-free means that you have not done any of the following for the medical condition you need treatment for:

- Had a medical opinion from a medical practitioner, including a GP or specialist
- Taken medication (including over the counter drugs)
- Followed a special diet
- Had medical treatment
- Visited a practitioner, therapist, homeopath, acupuncturist, optician or dentist.

Have AXA treated Mr P fairly?

I'm satisfied that AXA have fairly declined Mr P's claims for mental health treatment because:

- The available medical evidence indicates Mr P experienced symptoms related to his mental health in the two years prior to joining the scheme.
- I don't think it was unreasonable for AXA to make a connection between those symptoms and Mr P's CPTSD. So, I don't think it was unreasonable for them to rely on the moratorium.
- I've taken into account what Mr P has said about CPTSD having its own discreet set of symptoms and what he's said about the impact of lockdown triggering the CPTSD. However, the medical evidence reflects that CPTSD is related to anxiety and the other symptoms Mr P had experienced. So, I don't think the decisions AXA reached about Mr P's claims were unreasonable.
- I think it was reasonable for AXA to conclude Mr P hasn't been 'trouble free' for a period of 24 months as he's been receiving support on a private paying basis following the initial claims being declined.
- I'm not persuaded that the terms Mr P has referred to are ambiguous or inadequate. In the circumstances of this case, I think they make it adequately clear what is covered under the policy, and what isn't.
- The Financial Ombudsman Service has an inquisitorial remit and obtained clarification from a consultant psychiatrist Mr P had previously seen. But, in any event, I think the overall medical evidence suggests it is most likely that AXA fairly relied on the moratorium.
- I'm not persuaded that AXA refused to engage with Mr P and his representative in the way they've suggested. I'm satisfied that AXA fairly considered the claim and in line with the policy terms. I can understand that it was frustrating and very upsetting when they had to wait for details of whether authorisation was going to be given. I also appreciate this was a very difficult time for Mr P and I've carefully considered his

testimony about the impact on him. However, overall, I don't think AXA have acted unreasonably.

- I've considered all of the calls between Mr P, his representative, the consultant and AXA that I've been provided with. I can understand why Mr P's representative found it frustrating that he couldn't speak to AXA's clinical team directly. However, AXA explained their process to Mr P and I don't think this was unreasonable in all the circumstances. Although AXA did end one of the calls with Mr P's representative I don't think that was unreasonable. And I note Mr P's representative apologised in a subsequent call for how the conversation had gone. So, this hasn't changed my thoughts about the overall outcome of the complaint.

My final decision

I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 8 December 2023.

Anna Wilshaw
Ombudsman