

## **The complaint**

Mrs C complains that AXA PPP Healthcare Limited has turned down a claim she made on a group private medical insurance policy.

## **What happened**

The background to this complaint is well-known to both parties. So I've simply set out a summary of what I think are the key events.

Mrs C is insured under a group private medical insurance policy. Her daughter, Miss C, is also insured by the policy. In June 2023, Mrs C made a claim to AXA for the removal of one of Miss C's teeth. The tooth is a supernumerary tooth which is buried. Mrs C said the buried tooth is preventing Miss C's adult teeth from coming through.

AXA turned down Mrs C's claim. That's because it said that it didn't think the tooth extraction was eligible treatment of an acute condition in line with the terms of the policy. And it didn't think there was evidence that the removal of Miss C's tooth was medically necessary. So it said that the claim wasn't covered.

Mrs C was unhappy with AXA's decision and she asked us to look into her complaint. She felt the policy wording indicated that the removal of Miss C's tooth would be covered. She considered that the extraction of the tooth was medically necessary. That's because she said that if the tooth wasn't removed, this would have an impact on Miss C's ability to eat and talk in the future.

Our investigator didn't think Mrs C's complaint should be upheld. She didn't think there was medical evidence which showed that the extraction fell within AXA's definition of eligible treatment. She wasn't persuaded the medical evidence showed that Miss C's buried tooth was an illness, disease or injury, or that it was causing her any pain. So she felt it had been fair for AXA to turn down Mrs C's claim.

Mrs C disagreed. In summary, she maintained that the policy terms stated that the removal of buried teeth would be covered. She didn't think AXA had defined what it meant by an illness, disease or injury in the policy terms. She considered that the removal of Miss C's tooth to be treatment of an acute condition. And she reiterated that if the tooth wasn't extracted, Miss C's speech and eating would be impacted.

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 very sorry to disappoint Mrs C and Miss C, I don't think it was unfair for AXA to turn down this claim and I'll explain why.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And

that they mustn't turn down claims unreasonably. So I've considered, amongst other things, the terms of this policy and the available medical evidence, to decide whether I think AXA handled Mrs C's claim fairly.

I've first considered the policy terms and conditions, as these form the basis of the contract between Mrs C's employer and AXA. Page 21 of the policy states that AXA covers 'eligible treatment'. AXA has set out what it means by eligible treatment and I've listed below what I think are the key parts of this definition:

*'Eligible treatment' is treatment of a disease, illness or injury where that treatment:*

- falls within the benefits of this plan and is not excluded from cover by any term in this handbook; and*
- is of an acute condition...*
- is not preventative.'*

An acute condition is defined as:

*'a disease, illness or injury that is likely to respond quickly to treatment that aims to return you to the state of health you were in immediately before suffering the disease, illness or injury, or that leads to your full recovery.'*

The policy states, on page 44:

*'Health insurance is designed to cover problems that you're experiencing at the moment, so it generally doesn't cover preventative treatment or screening tests including genetic tests.'*

Page 45 of the policy sets out the relevant dental cover and states:

*'The plan does not cover treating dental problems or any routine dental care including treatment of cysts in the jaw that are tooth related or are of a dental nature. This also means we will not pay any fees for dental specialists, such as orthodontists, periodontists, endodontists or prosthodontists.'*

*We will cover the following types of oral surgery when you are referred for treatment by a dentist:*

- reinserting your own teeth after an injury*
- removing impacted teeth, buried teeth and complicated buried roots*
- removal of cysts of the jaw (sometimes called enucleation).'*

And page 45 also includes the following exclusion on cover:

*'Like most health insurers, we only cover treatment that is medically necessary. We do not cover treatment that is not medically necessary, or that can be considered a personal choice.'*

Mrs C has made a claim for the removal of Miss C's buried tooth. It's clear that this is a procedure that AXA will cover in certain circumstances. However, in my view, the policy terms as a whole make it clear that in order for this procedure be covered, AXA's entitled to be satisfied that the treatment is for an acute condition *and* that it's medically necessary. I don't think the policy terms suggest that all claims for buried teeth will be paid automatically. In this case, AXA doesn't think the removal of Miss C's tooth is medically necessary. And so I've looked carefully at the available medical evidence to decide whether I think this was a fair conclusion for AXA to draw.

I've looked closely at a letter sent by Miss C's treating specialist to a surgeon in June 2023. The letter says:

*'I would be grateful if you could assess and treat (Miss C) for the removal of a supernumerary which is impeding the eruption of the UR1 and UR2...*

*She is medically fit and well.'*

The referral form the specialist sent AXA stated that Miss C was being referred for an extraction of a buried supernumerary which was impeding the eruption of her upper right one and two teeth. Neither piece of specialist medical evidence indicates that the buried tooth was causing Miss C pain or discomfort.

It's clear Mrs C feels strongly that Miss C's condition is an acute condition and I appreciate that illness, injury and disease haven't been defined in the policy terms. Where a policy word or phrase isn't defined, we will generally consider the plain and ordinary meaning of it and, often, a relevant dictionary definition. In my view, a reasonable policyholder would understand a disease or illness to be an infection or a failure of health and an injury to be physical harm to a person caused by an accident or attack.

I don't find it was unfair for AXA to conclude that the medical evidence didn't indicate that the tooth removal was intended to treat an illness, disease or injury, nor that the treatment wasn't medically necessary. That's because it appears that the removal of the tooth was proposed to allow eruption of Miss C's other teeth. The evidence specifically states that Miss C is medically fit and well. So I don't think it was unreasonable for AXA to conclude that the extraction wasn't for the treatment of an acute condition. This means it simply isn't eligible treatment under the terms of the policy. I've noted Mrs C's comments that if the tooth isn't extracted, then Miss C's ability to eat and talk could be adversely impacted. But I haven't seen enough persuasive medical evidence which shows that this is the case. And in any event, it seems to me that treatment for that reason would be preventative - which is specifically excluded by the policy terms and conditions.

Overall, I sympathise with Mrs C and Miss C's position because I can entirely understand why they would like the tooth to be removed. However, based on all I've seen, I don't think AXA acted unfairly when it concluded that Mrs C's claim wasn't covered. And so it follows that I think it was fair for AXA to turn down this claim.

It's open to Mrs C to obtain more specialist evidence in support of her claim should she wish to do so and to send it to AXA for its review. If she is unhappy with any further consideration of her claim, she may be able to make a new complaint about that issue alone.

### **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 Mrs C to accept or reject my decision before 28 December 2023.

Lisa Barham  
**Ombudsman**