DRN-4555912

The complaint

Mr N complains that AXA PPP Healthcare has unfairly declined his claim for treatment under his private medical insurance policy.

Mr N has been represented by his father when making this complaint, however, for ease, any reference to Mr N will include any comments made by either Mr N or his father.

What happened

During a routine dental appointment it was discovered that Mr N had a buried impacted tooth. The dentist advised that it would be best to remove the tooth and so contact was made to AXA to obtain authorisation for the surgery.

AXA said it wouldn't cover the treatment. It said that there was only cover for oral surgical procedures if there is disease, illness or an injury present. And it said that there was no cover for preventative treatment, where there are no symptoms present. AXA said that, as the tooth wasn't causing an active medical condition and the removal was to facilitate orthodontic treatment, it wouldn't cover the costs. Unhappy with this outcome, Mr N complained to AXA and then brought his complaint to us.

Our investigator looked into the matter but didn't uphold the complaint. He said that the policy doesn't cover general dentistry, and as the medical evidence states the removal was to facilitate orthodontic treatment, he didn't think there was cover. And as there was no pain or infection and no symptoms noted, he found that it didn't meet the definition of eligible treatment, which referred to the policyholder suffering from disease, illness or injury. He also said the letter from the oral surgeon suggested the removal was for preventative reasons and that preventative treatment wasn't covered by the policy.

Mr N disagreed with our investigator. He said the policy didn't define disease and therefore he had looked at dictionary definitions. And he said these did show that the tooth removal was as a result of a disease. He also said that the preventative treatment restrictions in the policy refers to cancer treatment, so it didn't apply. He said that oral surgery was listed under additional benefits under the policy and based on definitions he had obtained, his view was that this cover is available over and above what is detailed elsewhere in the policy wording and not subject to other terms.

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.

I'm aware that Mr N feels very strongly about this matter and has provided lengthy correspondence in support of his complaint. It is important to point out that we're an informal dispute resolution service, set up as a free alternative to the courts for consumers. In deciding this complaint I've focused on what I consider to be the heart of the matter rather

than commenting on every issue or point made in turn. This isn't intended as a discourtesy to Mr N. Rather it reflects the informal nature of our service, its remit, and my role in it.

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 Mr N's complaint.

The policy terms and conditions

I've first considered the policy terms and conditions, as these form the basis of the contract between Mr N and AXA. The policy states that the membership 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 (for details see 3.6) and…*
> *• is not preventative…'*

The definition goes on to state the following:

> *'Treatment needs to meet all of these requirements…'*

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 also states:

> *'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.'*

There is some dental cover under the policy. Under the relevant section (4.33) it states the following:

> *'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 the policy 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.'*

Has AXA fairly declined the claim for treatment?

It's clear from the policy terms detailed above that, whilst there is cover for certain dental treatments, including surgery to remove impacted teeth in certain circumstances, there are other policy conditions which also need to be met in order for a claim to succeed. And those include the need for the treatment to be medically necessary to treat an acute condition and not for preventative reasons. I think the policy clearly states what will and won't be covered, and I don't think the policy terms suggest that all claims for impacted teeth will be paid.

And based on the medical evidence supplied, I don't think it was unreasonable for AXA to conclude that the treatment didn't meet these criteria. The specialist's letter from December 2021 states that, prior to considering orthodontic alignment of the teeth, the impacted tooth would need to be removed. And the dental medical form completed in January 2022 says that it was an ectopically positioned canine which required extraction prior to orthodontic space closure. This information doesn't suggest that the removal was a medical necessity (such as a need to relieve pain) but rather the procedure was required in order to facilitate any additional orthodontic work that may take place.

I've also seen another specialist's letter from June 2022 which states the concern is that if the tooth was left it could lead to root resorption of Mr N's permanent incisors. This would suggest that the treatment is in order to prevent something from occurring in the future, as opposed to there being a specific medical need to remove the tooth now. I'm persuaded that treatment for this reason would be classed as preventative - which is excluded by the policy terms and conditions. I've seen that Mr N has commented that the preventative treatment section refers to cancer related conditions and tests, however, from what I've seen in the policy, I'm satisfied that cover wouldn't be provided for preventative treatment more generally.

Mr N has said that there isn't a definition of disease, injury or illness in the policy and therefore it follows that a policyholder may reasonably expect to use a widely available definition to establish what this means. He has provided details from online searches completed for the definitions of these terms, which he says supports that the impacted tooth should be considered a disease. I don't disagree with Mr N on this point, and without a specific definition in the policy to say otherwise, I think this condition could, in certain circumstances, be classed as a disease. However, while the dictionary definition of a word or phrase may be a relevant consideration in circumstances where the policy doesn't set out a more detailed meaning, so too is the context in which that word or phrase is used with the policy. Private medical insurance policies aren't generally designed or intended to cover preventative treatment. And, in order for me to say that Mr N's claim should succeed it would need to meet all aspects of the eligible treatment definition and as mentioned previously, I'm not persuaded that it does. So this doesn't change my outcome.

I'm also noted Mr N's comments regarding the cover for oral surgery being listed under 'Additional benefits' and the dictionary definitions regarding what the term 'additional' means. But as before, the policy is quite clear in stating that the policy only covers eligible treatment and I haven't seen anything within the policy to show that the additional benefits section is excluded from that requirement.

Overall, I sympathise with Mr N's position because I can entirely understand why he would want the tooth to be removed. However, based on all I've seen, I don't think AXA acted unfairly when it concluded that the claim wasn't covered as it didn't fall within the definition of eligible treatment. And so it follows that I think it was fair for AXA to turn down this claim.

Our investigator also looked into the poor service Mr N said he received from AXA. He noted that there were a couple of occasions where the line dropped when Mr N was speaking to AXA and a call back wasn't completed on one of those occasions. Our investigator said that an apology from AXA was sufficient. Mr N doesn't appear to have disputed our investigator's view on this matter but for completeness I've considered this issue when reviewing this complaint. And having done so, while I'm sure this was frustrating for Mr N, I'm pleased to see that AXA acknowledged it had made this error and offered an apology. I'm satisfied that this is a fair outcome for what happened in relation to these calls.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 5 April 2024.

Jenny Giles
Ombudsman