

The complaint

Mr R has complained about the way AXA PPP Healthcare Limited trading as AXA Health dealt with a claim he made under his private medical insurance policy.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. In summary AXA deemed Mr R's condition to be chronic but approved extra treatment sessions for him. However, it required that they were used by a certain date. Mr R wanted to space out the sessions, so wanted the constraint to be removed.

Our investigator didn't recommend that the complaint was upheld. Mr R appealed.

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 I've summarised the background to this complaint - no discourtesy is intended by this. Instead, I've focused on what I find are the key issues here. Our rules allow me to take this approach. It simply reflects the informal nature of our service as a free alternative to the courts. Although I recognise that Mr R will be disappointed by my decision, for the following reasons I agree with the conclusion reached by our investigator:

- 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 the insurance contract; all the available evidence to decide whether I think AXA handled Mr R's claim fairly.
- I don't find it was unfair or unreasonable for AXA to say Mr R's condition, bi-lateral ankle oedema (lymphoedema) for which he required manual lymphatic drainage, was likely to continue, is long term or recurs. Accordingly AXA said it fell within the chronic definition condition section of Mr R's handbook. This accords too with the NHS definition of Mr R's condition (a long term condition that causes swelling in the body's tissues).
- Although Mr R's policy doesn't cover chronic conditions, it does provide cover for flare-ups or worsening of a chronic condition. The policy explains in relation to this '*If your condition is chronic, unfortunately there will be a limit to how long we cover your treatment*'. In February 2023 AXA agreed to pay for 15 physiotherapy sessions to treat Mr R's condition. It later approved 5 further sessions. At that stage no date was set for the sessions to be taken by. In AXA's final response to Mr R it confirmed to that date (7 August 2023) Mr R had had 22 sessions since January 2023, and 5 further sessions had been approved. But AXA required that those sessions were used by 17 September 2023. Mr R, perfectly reasonably in my opinion, asked for that date to be extended so that he could gain the most benefit from the sessions. But as AXA was anyway providing more sessions than it deemed necessary to treat the

condition, I can't say it was unfair to require the sessions to be completed by a certain date, even if it hadn't specified that when initially agreeing to the further sessions.

- I'm satisfied that AXA did notify Mr R in January 2023 that there was a limitation of 15 sessions to be taken within 6 weeks. It subsequently waived this time frame but explained that treatment is only paid for a short period of time so that Mr R could learn how to self-treat. Mr R accepts that the therapist told him that he should be able to do this after 10 sessions.
- In all the circumstances I don't find that AXA PPP Healthcare Limited trading as AXA Health treated Mr R unfairly.

My final decision

In the light of my findings 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 Mr R to accept or reject my decision before 20 February 2024.

Lindsey Woloski
Ombudsman