

The complaint

Mrs H has complained that AXA PPP Healthcare Limited ('AXA') unfairly declined her claim.

What happened

Mrs H had private medical insurance cover, underwritten by AXA. She made a claim for a consultation with a specialist but AXA declined the claim as it said the claim related to pre-existing symptoms which weren't covered.

Mrs H disagreed and complained to AXA. Unhappy with its response, she referred her complaint to the Financial Ombudsman Service.

Our investigator looked into the complaint but didn't think AXA had unfairly declined the claim. Mrs H disagreed and asked for an Ombudsman's decision.

And so, the case has been passed to me.

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, I don't think this complaint should be upheld. I'll explain why.

- The background to this matter has been set out in quite some detail by the investigator. So, I won't repeat the facts here. Instead, I will focus on what I consider to be key to my conclusions.
- The relevant rules and industry guidelines say an insurer should handle claims promptly and fairly. And shouldn't unreasonably reject a claim.
- The policy certificate says: *"Your membership has been accepted on moratorium underwriting terms. This means that treatment for pre-existing medical conditions and specified medical conditions are excluded for at least the first two years from your date of joining..."*
- Moratorium is defined in the policy as follows: *"If you joined on moratorium terms, you won't have cover for treatment of any conditions you had in the five years before you joined. This includes if you had symptoms of a condition that hadn't been diagnosed. Once you've been trouble-free from that condition for at least two years in a row after the date you joined, we can start covering treatment of these conditions. If you joined us from another health insurer or a company membership you might have joined on different moratorium terms. Your membership certificate will show some details about how your moratorium works."*
- When Mrs H first called AXA to make a claim, she explained that her symptoms had started before the start date of the policy. This was declined by AXA due to the

moratorium. A further claim was made shortly afterwards in relation to nasal symptoms. As both claims related to nasal issues, AXA asked for a medical information form to be completed by her GP. But this didn't provide information to show that Mrs H didn't have the same symptoms before the start of the policy, so it maintained its decline.

- AXA did confirm it would review any further medical information if Mrs H was able to obtain clear evidence to show that her claim was unrelated to the symptoms she experienced before the start of the policy. I think this is reasonable.
- I am sorry to disappoint Mrs H, but I don't think AXA has unfairly declined the claim or unfairly applied the moratorium terms. Based on the information available, I can't fairly ask AXA to pay the claim.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 26 March 2025.

Shamaila Hussain
Ombudsman