

The complaint

Ms F has complained that AXA PPP Healthcare Limited (trading as AXA Health) has excluded cover under a private medical insurance policy for lower back pain.

What happened

Ms F has held the policy since 1996. On 23 February 2024 AXA wrote to inform her that cover for her lower back condition was being limited with effect from 30 April 2024 as it was being classed as a chronic condition.

Our investigator thought that AXA had acted reasonably, in line with the policy terms and conditions. Ms F disagrees and so the complaint has been passed to me for 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've carefully considered the obligations placed on AXA by the Financial Conduct Authority (FCA). Its 'Insurance: Conduct of Business Sourcebook' (ICOBS) includes the requirement for AXA to handle claims promptly and fairly, and to not unreasonably decline a claim.

The intention of the policy is to provide cover for unexpected illnesses and conditions that respond quickly to treatment (acute conditions).

Looking at the policy terms, it states:

'Does my membership cover me for treatment of conditions that last a long time or come back (chronic conditions)?

Your membership does not cover you for conditions that:

- *come back (recur); or*
- *are likely to continue for a while; or*
- *are long-term.*

However, your membership will cover short-term in-patient treatment of flare-ups of a chronic condition – that is, unexpected complications or worsening of a chronic condition. Because we don't cover ongoing, recurring long-term treatment for chronic conditions, this means we will not cover:

- *monitoring a medical condition; or*
- *any treatment that only offers temporary relief of your symptoms, rather than dealing with the underlying condition; or*

- *routine follow-up consultations.*

A 'chronic condition' is defined as:

'...a disease, illness or injury that has one or more of the following characteristics:

- it needs ongoing or long-term monitoring through consultations, examinations, check-ups and/or tests*
- it needs ongoing or long term control or relief of symptoms*
- it requires your rehabilitation or for you to be specially trained to cope with it*
- it continues indefinitely*
- it has no known cure*
- it comes back or is likely to come back.'*

The policy goes on to state:

'What happens if a condition I have is a chronic condition?

If your condition is chronic, unfortunately there will be a limit to how long we cover your treatment. If we are not able to continue to cover your treatment, we will tell you beforehand so that you can decide whether to start paying for the treatment yourself, or to transfer to the NHS.'

Ms F has made multiple claims over a number of years for lower back pain and AXA has covered over 60 sessions of treatment for the condition. I've seen evidence that she contacted AXA about this issue in 2009, 2010, 2015, 2016, 2018, 2019, 2022 and 2023.

Ms F has talked about value for money of the policy in terms of the cost of the claims she's made being less than she's paid in premiums over the years.

In terms of the condition, she says she's had issues with her back due to taking care of her mother and that she has made amendments to avoid that in future. She's also said that she has never been told by any medical professional that she has a chronic back condition that would need ongoing treatment.

However, the only matter at hand is whether it is fair and reasonable for AXA to class it as a chronic condition as defined by the policy terms – and I consider that it is.

It seems that Aviva decided in February 2024 that Ms F's lower back condition had become chronic based on her claims history. It will be a matter of judgment for an insurer to decide when a condition has become chronic. Based on the available evidence, AXA could probably have applied the exclusion prior to this, so I consider it reasonable that it decided to do so in early 2024.

I've thought about what Ms F has said and do sympathise with her situation. However, overall, I'm satisfied that AXA has acted fairly in applying the chronic condition exclusion and it gave her sufficient notice of its intention to do so.

My final decision

For the reasons set out above, I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms F to accept or reject my decision before 16 April 2025.

Carole Clark
Ombudsman