

## **The complaint**

Mr J is unhappy that AXA PPP Healthcare Limited stopped covering a claim made on his private health insurance policy for a shoulder injury.

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here. I'll focus on giving the reasons for my 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.

That includes AXA having a regulatory obligation to handle insurance claims fairly and promptly. And to not unreasonably decline a claim.

It isn't disputed that AXA covered some treatment for Mr J over a couple of years including initial physiotherapy sessions, surgery and further physiotherapy post-surgery. It ultimately decided to give Mr J notice in September 2024 that it wouldn't continue to cover treatment relating to Mr J's shoulder – including physiotherapy – beyond the end of November 2024.

That's because it concluded that Mr J's condition had become chronic. However, it did say that it was happy to consider any further information Mr J was able to provide about his diagnosis.

I'm not persuaded that AXA did act fairly and reasonably by concluding that it would no longer continue to cover treatment relating to Mr J's shoulder injury on the basis that it had developed into a chronic condition as defined by the policy terms. I'll explain why.

The policy terms say that it's "designed to cover unexpected illness and conditions that respond quickly to treatment (acute conditions)".

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 terms also say:

This means that it may not cover you for treatment of conditions that are likely to last a longer time or come back (chronic conditions). However, there are particular situations where we can cover treatment for these kinds of conditions.

Chronic conditions are 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 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.

In October 2024, Mr J provided AXA with a letter from his consultant shoulder, elbow and upper limb surgeon dated the same month which set out that he was making steady progress and if physiotherapy continued for the next three to four months Mr J “should go on to a full recovery”. That letter is dated from before the date AXA intended to stop Mr J’s treatment and I’m satisfied supports that with further short-term physiotherapy, Mr J’s shoulder injury would be resolved.

So, the available medical evidence doesn’t support that Mr J’s condition was chronic as defined by the policy terms at the date cover was due to end. So, I think AXA unfairly stopped cover then.

I’ve gone on to consider the impact on Mr J.

I’ve got no reason to doubt what he says about his shoulder injury now being healed. I accept that. But I’ve seen no persuasive evidence that Mr J had further physiotherapy sessions (so incurred no personal costs) after the end of November 2024 when cover for the claim ended or that, as a result, his recovery took longer than expected. Nor have I seen any medical evidence that he was in unnecessary discomfort for longer than he reasonably ought to have been if coverage hadn’t ended.

However, I do think it would’ve still been upsetting and frustrating for Mr J to have his claim unfairly ended on the basis that his condition was chronic. This would’ve been exacerbated by him providing further medical evidence from his consultant to support the continuation of his claim and AXA not explaining why this made no difference to its decision.

I also accept that Mr J would’ve been worried that without further physiotherapy his condition might not heal as quickly as he’d been told. Mr J has also been unnecessarily inconvenienced by having to challenge AXA’s position.

I’ve considered all points raised by Mr J and I’m satisfied that £100 compensation fairly reflects the impact on him in the individual circumstances of this complaint.

### **My final decision**

I uphold this complaint to the extent set out above. I direct AXA PPP Healthcare Limited to pay Mr J £100 compensation for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr J to accept or reject my decision before 1 October 2025.

David Curtis-Johnson  
**Ombudsman**