

## The complaint

Mr C and Miss J complain that AXA PPP Healthcare Limited trading as AXA Health turned down a claim Mr C made on a personal private medical insurance policy and cancelled the contract.

As Mr C brought the complaint to us, for ease of reading, I've referred mainly to him.

## What happened

The background to this complaint is well-known to both parties. So I've simply set out a summary of what I consider to be the key events.

Mr C took out a personal private medical insurance policy which was underwritten by AXA. The contract began on 25 March 2024. The policy excluded cover for any pre-existing medical conditions Mr C had had in the three years before it began.

On 17 April 2024, Mr C had an appointment with AXA's virtual GP service. The doctor stated that Mr C had had symptoms '*for the last few weeks*' and concluded that he needed a scan. Based on the information given in the GP's report, AXA asked Mr C for some more information about his condition and when symptoms had begun. It also asked for a Medical Information Form (MIF). Mr C's GP stated that Mr C had first consulted a doctor about his symptoms on 17 April 2024, but that Mr C had been aware of his symptoms for '*longer than 3 weeks before 17/4/24.*' AXA assessed the information it'd received and it agreed to cover the cost of an MRI and a consultation with a specialist.

In June 2024, Mr C was assessed by a consultant I'll call Mr P, who recommended that Mr C should undergo physiotherapy. Mr C provided AXA with a copy of Mr P's clinic letter, which stated that Mr C had had symptoms of knee pain for around six months.

Taking together the medical evidence, AXA concluded that Mr C had likely been suffering from symptoms of knee pain in the three years before the policy began. So it turned down his claim.

Mr C subsequently sent AXA an amended letter from Mr P, which said that Mr C had had symptoms for six weeks. AXA also reviewed Mr P's handwritten clinic notes and a letter from Mr P, dated late November 2024. This letter said that Mr C had contacted Mr P's office to say that the six months had been a typing error and in good faith, his office had amended his original clinic letter.

AXA ultimately concluded that Mr C had breached its plan terms and it decided to cancel his plan, with no refund of premium.

Mr C was very unhappy with AXA's decision and he asked us to look into his complaint. In brief, he said the only redress he was seeking was that the cancellation record should be amended and that AXA formally acknowledge that there was no breach of policy or dishonesty.

Our investigator didn't think AXA had treated Mr C unfairly. He felt it had been fair for AXA to rely on the available medical evidence to conclude that Mr C likely had been experiencing knee pain symptoms before the policy started. And he also considered that it hadn't been unreasonable for AXA to conclude that Mr C had breached the plan terms and accordingly cancel the policy.

Mr C disagreed and so the complaint's 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.

Having done so, whilst I'm very sorry to disappoint Mr C, I don't think AXA has treated him unfairly and I'll explain why.

First, I'd like to reassure Mr C that while I've summarised the background to this complaint and his detailed submissions to us, I've carefully considered all that's been said and sent. In this decision though, I haven't commented on each point that's been made and nor do our rules require me to. Instead, I've focused on what I think are the key issues.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. I've taken those rules into account, amongst other relevant considerations, such as regulatory principles, the policy terms and the available evidence, to decide whether I think AXA treated Mr C fairly.

I've first considered the policy terms and conditions, as these form the basis of the contract between Mr C and AXA. Page 27 says:

*'You won't be covered for treatment of any conditions you had in the three years before you joined this plan. This includes if you had symptoms of a condition that hadn't been diagnosed.'*

I think the policy makes it sufficiently clear that AXA won't cover treatment of any conditions (including symptoms of undiagnosed conditions) a policyholder had had in the three years before the policy started. In this case, as Mr C's policy began on 25 April 2024, AXA therefore excluded cover for any conditions he'd had or had symptoms of between 25 April 2021 and the policy start date.

Page 37 of the contract states:

*'It's really important you give us accurate information and follow the terms of your plan at all times. If you notice that any information isn't right, you should tell us straight away.'*

*'We might not be able to pay a claim if you don't tell us the truth, or if you mislead us or exaggerate a claim. We may also cancel your plan without giving a refund, or take some money back. In some cases we may have to tell the police or other authorities if you have misled us.'*

In this case, AXA concluded that Mr C's symptoms of knee pain had begun in the three years before the policy started and that he'd breached the above term because it believed he had given it inaccurate information. So I've looked carefully at the available evidence to decide whether I think this was a fair conclusion for AXA to draw.

I've first considered the appointment report from AXA's virtual GP, dated 17 April 2024. The

report set out history of Mr C's presenting problem. The GP noted: *'For the last few weeks, you have had a sore right knee. You think for more than three weeks.'*

Next, I've looked at the MIF completed by Mr C's GP. The MIF stated that Mr C was first aware that something was wrong on 27 March 2024 – two days after the policy started. However, the GP also stated that Mr C had been aware that something was wrong *'longer than 3 weeks before 17/4/2024.'*

The MRI report of 12 June 2024 states that Mr C's clinical indication was: *'Pain in the right knee 4 over 3 weeks.'*

Mr P's first clinic letter, dated 22 June 2024, says: *'(Mr C) has had a dull ache in his right knee for about 6 months.'*

Based on the medical evidence AXA was sent, I think it was fair and reasonable for it to initially conclude, on the balance of probabilities, that Mr C's symptoms likely had begun before the policy began. I say that firstly because Mr P stated that Mr C's symptoms had been ongoing for about six months (which would date the symptoms to having started around three months before the policy began). And secondly, both the virtual GP's report and the MIF indicated that Mr C's symptoms had started more than three weeks before 17 April 2024. This is a clear suggestion that his symptoms may well have begun prior to 25 March 2024.

Subsequently, AXA received a copy of an amended clinic letter from Mr P, which stated that Mr C had had a dull ache in his right knee for about six weeks. I can see that the letter was amended and reissued after Mr C emailed Mr P's office on 9 September 2024. This email said: *'They are saying that as the letter stated "6 months" they won't pay as it is being classed as a "preexisting condition" however it should have said as per my discussion with the Doctor 6 weeks. Can the Letter be reissued so they pay this please?'*

Mr P's office subsequently sent AXA a copy of Mr C's handwritten clinic notes and it told AXA that Mr P's clinic letter *'was amended due to a typing error in the 1st letter.'* Subsequently, in November 2024, Mr P wrote directly to AXA. He said:

*'I was out of the country in October and was totally unaware of the previous correspondence as this had not been brought to my attention but having checked with my office I have the following to state:*

*Mr C contacted my office on several occasions insisting that his clinic letter had a typing/audio error where his symptoms should have read been present for 6 weeks not 6 months. My office informed him that this could not be amended. My office then received an email from him (attached is the email we received). My office, in good faith and naivety, assuming it was genuinely a typing/audio error, amended the letter. There was no attempt to falsify any information.'*

I've considered this evidence very carefully. By Mr P's account, the letter was amended at Mr C's request rather than at his own. I can't see that Mr P has stated that he made any mistake in the original clinic letter nor that Mr C's symptoms had only been present for six weeks at the time of the appointment. AXA also had concerns that the handwritten clinic notes may have been amended. Based on what I've seen, I don't think this was an unfair conclusion for it to reach.

Taking together the totality of the evidence, I'm not persuaded AXA acted unfairly when it placed more weight on Mr P's original clinic letter rather than the amended letter. That's because, as I've said, I don't think Mr P has suggested that he made a mistake in the first

letter, nor did he indicate that Mr C's symptoms had only been present for six weeks at the time of the consultation. And, as I've outlined above, I find the MIF and virtual GP report do suggest that Mr C's symptoms likely had been present for more than three weeks – and likely prior to the policy start date. This means that I'm satisfied AXA acted fairly when it concluded that, on the balance of probabilities, Mr C's claim wasn't covered by the policy terms.

And, given the evidence I've seen – and in particular, Mr P's letter of November 2024, I don't think AXA acted unreasonably when it found that Mr C had given it inaccurate information about his condition following the initial decline of the claim. For that reason, I find AXA was reasonably entitled to conclude that Mr C had breached the policy terms and to accordingly cancel the contract and keep the premiums he'd paid.

I'm aware Mr C would like me to consider the potential impact of this matter on the relationship between AXA and Mr P. However, that's a commercial matter between AXA and Mr P and therefore, I don't think it's relevant to my consideration of this complaint.

Overall, I sympathise with Mr C's position and I'm sorry to cause him further upset. But based on all I've seen, I'm not persuaded that AXA's treated him unfairly. This means I won't be telling it to amend its records or take any action.

### **My final decision**

For the reasons I've given 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 C and Miss J to accept or reject my decision before 14 October 2025.

Lisa Barham  
**Ombudsman**