

The complaint

Mr O is unhappy with AXA PPP Healthcare Limited trading as AXA Health's decision to decline his claim.

What happened

Mr O has private medical insurance with AXA. In November 2024, he claimed on his policy for a referral to a gastroenterologist, however, his claim was declined. Mr O said AXA incorrectly set his policy up as medical history disregarded, when it should have been offered on moratorium underwriting terms. He explained AXA tried to correct the mistake, however, set the moratorium date from September 2024, instead of when his policy started four months earlier in May. He'd like AXA to accept and pay his claim.

AXA said it declined Mr O's claim because his symptoms began prior to the policy's inception. It said the referral letter on 30 October 2024 noted Mr O's symptoms of abdominal pain had been present for six months – meaning they began on 30 April. AXA said the policy started two weeks later, on 14 May and so, there's no cover for symptoms that predated the start of the policy.

Our investigator upheld this complaint. She said AXA unfairly declined the claim as it hadn't considered all the evidence proportionately. She highlighted the GP completed a medical information request form which said Mr O's symptoms had been present for six months from 15 November 2024 – meaning his symptoms wouldn't have predated the start of the policy. She explained this was a rough estimate provided by Mr O when asked by the doctor and that AXA unfairly relied on this to decline the claim, without proportionately considering the other evidence.

Our investigator said AXA should rework the policy, so the moratorium period begins from the point of inception, reassess Mr O's claim and pay him £150 compensation for the distress and inconvenience caused by the delays so far.

AXA disagreed with our investigator's opinion and asked for an ombudsman to consider the complaint. In summary, AXA said the referral letter to the gastroenterologist is more persuasive evidence and that it shows Mr O's symptoms predate the policy. It also explained a note from the GP on 13 June 2024 states Mr O was experiencing ongoing pain, which means the symptoms had been present for at least three months, which would have also predated the policy's start date. And so, it's now for me to make a final 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.

Having done so, I've also decided to uphold it. My reasons for doing so are similar to those explained by our investigator. I'm not persuaded AXA's assessed Mr O's claim fairly, or by its subsequent arguments about the definition of *ongoing pain*. I'll explain why.

The relevant rule in this case comes from the Insurance Conduct of Business Sourcebook (ICOBS) and is set by the Financial Conduct Authority. ICOBS says AXA must handle claims promptly and fairly and must not reject a claim unreasonably. I've considered AXA's obligations under ICOBS whilst assessing this complaint.

I agree the moratorium period should begin in line with the policy's start date. AXA hasn't challenged our investigator's view about that, but for the avoidance of any doubt, I too agree it's unfair to begin the moratorium underwriting later than the policy's inception in May 2024.

Mr O was diagnosed with diverticulosis in July 2024. This was a chance discovery following the results of a CT scan he'd been referred for a month earlier. Mr O visited his GP on 13 June where he presented with symptoms of pain down his left flank. Mr O suffers with gout, which was being treated with medication and so when he discussed his symptoms of pain with the GP on 13 June, a referral was made for the CT scan. The contemporaneous medical evidence says Mr O's GP was concerned about kidney stones, which is commonly associated with Mr O's condition, and that's why the GP referred him for the scan.

The scan results proved negative for kidney stones, but revealed he was suffering with diverticulosis. It's because of this Mr O was referred to a gastroenterologist in October 2024 as his pain continued and this forms the basis of his claim.

The referral letter of 30 October explained Mr O's symptoms were present for six months, but so too does the medical information request form, also completed by the same GP, but two weeks later, on 15 November 2024. If considered in isolation both pieces of evidence would indicate the symptoms started at different times, as the six-month period is determined by the date the corresponding evidence was produced. And in Mr O's case this is the difference between his symptoms predating the policy and therefore being caught by the moratorium underwriting clause; or occurring during the period of cover and likely eligible treatment.

Mr O said when he visited the GP in October, he explained the six-month timeframe was a rough estimate as it'd almost been that long. I thought carefully about that and I find it persuasive in the circumstances of this complaint. Mr O presented with symptoms on 13 June 2024 and it was almost four and a half to five months when he saw the GP and so I don't think it's an unreasonable summation to make. But I also think AXA should have done more to find out from the GP an exact date when the symptoms began, especially given the narrow window of opportunity for Mr O to make a claim.

I've not seen any evidence of AXA reaching out to the GP for clarity given both pieces of evidence are inconsistent and effectively contradict each other about when Mr O began experiencing symptoms. I don't think that was fair claims handling in the circumstances.

Mr O provided evidence of his visits to the GP and the notes on his medical records. I've not seen Mr O's full GP records, but based on the information he's provided, I'm persuaded his symptoms most likely began within the policy's active period. I say that because Mr O was in regular contact with his GP surgery from March 2024 about other routine appointments, and there's no evidence he discussed any related symptoms of pain until 13 June 2024.

And so, I think it's more likely than not the left flank pain Mr O was suffering with, didn't predate the policy. AXA's made other arguments about the investigator not requesting the full medical records, but I should remind AXA it's not the role of the ombudsman to assess claims. Rather, it's AXA's responsibility to assess claims fairly and, where necessary, gather additional medical evidence proportionately. In this case, there were conflicting dates provided about when the symptoms began and so AXA ought reasonably to have taken additional steps to clarify that, rather than being selective about the evidence it relied on to

decline Mr O's claim.

AXA made subsequent arguments about the definition of *ongoing* symptoms in a medical context. AXA explained this term, when used by medical professionals, is usually an indication the symptoms have persisted for more than three-months. AXA also provided a screen shot from an internet browser with an AI overview of the definition to support its argument.

"Ongoing pain

Refers to pain that lasts for more than three months, or beyond the typical healing time for an injury"

To be clear, I don't consider this AI summary to be persuasive or reliable medical evidence in the circumstances of this complaint. But even if I did accept AXA's argument about that, the definition doesn't automatically mean Mr O's pain was present for more than three months. I say that because the definition also says the term is used to describe pain that lasts beyond the typical healing time. And the key point here is that AXA doesn't know whether that's what the GP meant in these circumstances because it didn't investigate further. Therefore, I don't think AXA's argument is persuasive and it wouldn't be fair to rely on that reason to decline Mr O's claim.

I thought carefully about the distress and inconvenience Mr O experienced as a result of this issue and I'm persuaded £150 feels fair. I say that because although Mr O was unable to receive follow up treatment through his private medical insurance, he eventually received an endoscopy through the NHS in March 2025. However, there was no diagnosis made as the specialists were unable to find anything that would explain his symptoms. And so, whilst Mr O has to wait longer than he otherwise would have had he received treatment through AXA, I'm persuaded the outcome would most likely have been the same. It's for these reasons I think £150 compensation fairly reflects the distress and inconvenience caused by the poor service and the delays.

My final decision

My final decision is that I uphold Mr O's complaint against AXA PPP Healthcare trading as AXA Health. And I direct it to:

- correct the date in which the moratorium underwriting is applied to the policy from its inception on 14 May 2025;
- reconsider Mr O's claim, in line with the remaining policy terms, as I'm persuaded it's not assessed his claim fairly; and

pay Mr O £150 compensation for the distress and inconvenience caused

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 21 October 2025.

Scott Slade
Ombudsman