

The complaint

Miss F is unhappy with AXA PPP Healthcare Limited trading as AXA Health's decision to apply an exclusion to her policy.

Miss F brings her complaint through a representative, but for simplicity, I'll refer to all submissions as being made by her personally.

What happened

Miss F has private medical insurance with AXA. She underwent physiotherapy treatment between March 2021 and August 2024 after suffering with symptoms of writer's cramp and hypermobility syndrome predominantly affecting her hand.

Miss F said AXA unfairly classified her condition as chronic and added an exclusion to her policy. She also said AXA mistakenly said she'd attended more physiotherapy sessions than she actually had, which she believes contributed to its decision to add the exclusion. Miss F acknowledged her treatment spanned multiple years, however, she said that was because other life commitments made it difficult for her to promptly complete her treatment. She also argued the hypermobility syndrome diagnosis was incorrect and that she doesn't suffer with that condition.

AXA said Miss F was diagnosed with hypermobility in 2018 and that it has no known cure. It also said Miss F needed ongoing long-term treatment to control her symptoms, and she was likely to continue to suffer symptoms in the future. In July 2024, AXA said Miss F's circumstances met the definition of a chronic condition and so it added an exclusion for treatments related to physiotherapy, osteopathy, chiropractic and acupuncture for the condition in her right hand.

Our investigator didn't uphold this complaint and said AXA had added the exclusion in line with the policy's definition of a chronic condition. He acknowledged AXA made an error calculating the number of physiotherapy treatments Miss F had for this issue, but said that made no difference to the decision to apply the exclusion. He highlighted the criteria of a chronic condition under the policy and said Miss F's medical history was caught by the policy term.

Miss F disagreed with his opinion. She provided new evidence to support her case; a letter from her specialist consultant in February 2025 and; a letter from her hand and wrist specialist in June 2025, to evidence she doesn't suffer with hypermobility syndrome. Miss F said this proves it was unfair of AXA to apply the exclusion on that basis. She also made arguments about AXA not fulfilling its responsibility under Consumer Duty and the Consumer Rights Act 2015. She'd like the exclusion removed from her cover and compensation for the way AXA's handled this issue. 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 decided not to uphold it. My reasons for doing so are very similar to those already explained by our investigator in that I think AXA has applied the chronic condition term fairly, as Miss F's medical history meets that criteria. And I'll explain why.

AXA's activity in these circumstances falls within the scope of the Insurance Conduct of Business Sourcebook (ICOBS). The relevant part of ICOBS says AXA must handle claims promptly and fairly and must not avoid, or reject a claim unreasonably. I've thought carefully about AXA's responsibility under ICOBS. Miss F has made other arguments about additional responsibilities under separate rules, which I'll address later.

To ensure AXA delivers fairness to its consumers, it must follow the policy terms for this product and so I've considered the relevant policy term about chronic conditions. The policy terms say;

"Chronic condition

A chronic condition is 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."*

On 11 July 2024, AXA notified Miss F of its intention to classify the condition in her right hand as chronic. It explained the policy doesn't cover ongoing, reoccurring or long-term control or relief of symptoms for chronic conditions. I know Miss F's response to this is that she doesn't have a chronic medical condition, but that's not supported by the contemporaneous medical evidence. Her medical records at the time concluded Miss F had been diagnosed with writing cramp and hypermobility syndrome in 2018 and say that was the cause of her symptoms which began in 2021.

I acknowledge Miss F has challenged that diagnosis, which I'll go on to address, but given what AXA knew about her symptoms at that time, her medical condition(s) and her ongoing physiotherapy treatment across the three-year period until 2024, I think it reasonable AXA interpreted the issue with her hand as chronic. I say that because I'm persuaded the issue satisfies several of the criteria listed as part of the policy definition described above. The condition required long term treatment – between 2021 – 2024, it was being monitored as the specialists said they'd like to continue seeing Miss F, hypermobility has no known cure, and AXA explained the presence of the condition means it's likely these issues will reoccur.

I should also highlight that if the condition has just one of those characteristics, then AXA is entitled to determine it as chronic in line with the policy terms. I understand Miss F's argument that she disagrees with the policy's chronic definition, but because these are the terms upon which AXA offers private medical insurance, it's able to rely on this definition and not the opinion of any other medical specialist. I'm highlighting this because Miss F has provided evidence from her treating specialists that say she's not suffering with a chronic condition, and I understand their reasons for saying that. But the specialist may be relying on a different definition or meaning of a chronic condition, and the only relevant definition in this complaint is the one set out in the terms.

And so, based on what AXA knew about Miss F's condition at the time, I'm satisfied it applied the chronic term fairly in the circumstances of this complaint.

Miss F has provided other, more recent, medical evidence to challenge the diagnosis of hypermobility syndrome in 2018, which was said to predominantly affect her hands. I should note, Miss F was diagnosed with this condition following a referral to a specialist hospital. The new medical evidence wasn't available to AXA at the time it applied the chronic term in July 2024. The new evidence was provided in February and June 2025 and so I wouldn't expect this to have been taken into consideration at that time. AXA also noted Miss F provided medical evidence as recently as September 2024, which noted her hypermobility syndrome and that she'd not challenged this at the time.

AXA explained even if Miss F doesn't have hypermobility syndrome it doesn't change its position to add the chronic exclusion. And said this is because her physiotherapy still spanned multiple years, which is one of the listed characteristics of the definition as she needed on-going and long-term physiotherapy treatment. I've thought carefully about this and I find what AXA has said persuasive. Even if I accepted Miss F was mistakenly diagnosed with hypermobility syndrome, she still suffered with symptoms of writer's cramp, for which she received three-years of physiotherapy treatment. And so, whilst some of the characteristics listed above would fall away, like there being no known cure, other criteria of the policy's definition of a chronic condition still apply.

I've considered Miss F's explanation about why the treatment was drawn out for that length of time – that other life commitments meant she was unable to receive treatment in a shorter timeframe – but it doesn't persuade her symptoms weren't still present throughout that time. Miss F had 23 sessions of physiotherapy over that period. I've not been provided clinical notes from her physiotherapy sessions at that time, but I think on the balance of probabilities, it's more likely than not, her symptoms persisted which is why she continued to attend the sessions over the three-year period. I'm also persuaded that's why the physiotherapist wanted to continue to review and treat Miss F.

Specialist's reports from August and September 2024 explain Miss F continued to suffer with symptoms and although they noted some progression by March 2024, she was still struggling to perform some everyday tasks. And so, I'm persuaded this in isolation, is reason enough for AXA to apply the chronic condition exclusion to her policy as it's one of the listed characteristics that describes the chronic condition.

Miss F made other arguments about AXA's responsibilities under Consumer Duty and the Consumer Rights Act. I should explain the Consumer Rights Act isn't relevant in this case. There are separate rules that apply to insurance, set by the Financial Conduct Authority, which I've considered as part of this complaint.

Consumer Duty is relevant; as is ICOBS; and I'm satisfied AXA has adhered to those principles here. I say that because AXA's reasons for applying the exclusion are based on the length of time Miss F received treatment for the issues with her hand and not an incorrect number of physiotherapy sessions in isolation, like Miss F suggested. It also considered the available contemporaneous medical evidence, which indicated there was a medical condition (hypermobility) that had no known cure.

AXA also gave advance warning on 11 July 2024 it planned to add the exclusion from 30 September 2024, which I also thought was good industry practice as she still had time to complete more sessions with her physiotherapist – and the evidence tells me she did that in August 2024.

Miss F argued AXA caused her foreseeable harm by refusing to consider her new medical

evidence and change its decision, but that's not exactly what happened. AXA didn't have to consider the new evidence as part of this complaint because it was produced after its final response in December 2024. In any event, AXA did consider this evidence and maintained its decision to add the exclusion. And so, I remain unpersuaded AXA ignored the new evidence, rather, it maintained Miss F's condition and treatment was chronic as described by its policy.

Miss F explained Consumer Duty should provide better outcomes for consumers, and I agree with that. But that doesn't mean AXA should uphold every complaint brought to it. AXA must handle claims fairly and where errors are made it should put them right. Where errors were made in this case, like the mistake it made totalling the physiotherapy sessions, AXA corrected it and reassessed its position. And so, I think it treated Miss F fairly in the circumstances of this complaint.

My final decision

For the reasons I've explained, I don't uphold Miss F's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss F to accept or reject my decision before 13 October 2025.

Scott Slade
Ombudsman