DRN-5812004

The complaint

Mr C complains about AXA PPP Healthcare Limited's decision to turn down his private medical insurance claim.

What happened

On 17 October 2024 Mr C joined a group private medical insurance policy held with AXA. The policy was underwritten on a moratorium basis, which meant that AXA wouldn't cover any pre-existing conditions from the last five years.

In February 2025, Mr C made a claim as he was experiencing lower back pain, and his GP had recommended physiotherapy. AXA assessed the claim and concluded that Mr C's symptoms predated the start of his cover and therefore fell under the moratorium. AXA turned down the claim.

After Mr C complained about this, AXA issued its final response on the complaint. It maintained its decision, though it said it would review this if Mr C provided more information. AXA noted that it had made three payments totalling £168 to a clinic where Mr C had received osteopathy treatment and confirmed these shouldn't have been paid. It asked Mr C to repay this amount.

Unhappy with AXA's response, Mr C brought a complaint to this service.

Our investigator didn't recommend the complaint be upheld. He thought it had been reasonable for AXA to conclude that Mr C's symptoms had started before he joined the policy.

Mr C didn't accept our investigator's findings and provided us with a copy of his medical records going back to 2019. We sent this to AXA, but it maintained its decision to turn down the claim. Our investigator also didn't think the new evidence meant that AXA's claims decision had been unfair.

As the parties couldn't reach an agreement, the matter 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.

Industry rules set out by the regulator (the Financial Conduct Authority) say insurers must not unreasonably reject a claim. I've taken these rules, and other industry guidance, into account when deciding what I think is fair and reasonable in the circumstances of Mr C's complaint.

The policy says the following about moratorium underwriting:

'If you joined us on moratorium terms, you won't have cover for treatment of any conditions you had in the five years before you joined. This includes if you had symptoms of a condition that hadn't been diagnosed.'

Mr C's membership certificate says:

'No benefit will be payable for pre-existing medical conditions during the first 2 years of membership…'

The policy defines 'pre-existing condition' as:

'A pre-existing condition is any disease, illness or injury that:

- *you have received medication, advice or treatment for in the five years before the start of your cover, or*
- *you have experienced symptoms of in the five years before the start of your cover: whether or not the condition was diagnosed.'*

AXA thinks the medical evidence supports that Mr C's back pain began before his cover started on 17 October 2024, though Mr C says the pain began on 24 December 2024. I've therefore considered the medical evidence.

On 11 Feb 2025, Mr C asked his GP for an appointment and said he had been experiencing lower back pain for a couple of months. When specifically asked how long he had had the back problem for, he answered '*2-3 months'*.

Mr C then visited his GP on 13 February 2025. The GP recorded that he had chronic low back pain, mostly on the left side, and that it had been '*worse in the last 1 year'*. The GP also noted that Mr C had had some physio done in the past, but said it never resolved.

On 25 February 2025, Mr C contacted AXA to make a claim. AXA asked him to complete a Medical Information Form (MIF).

The same day, Mr C attended Accident & Emergency (A&E) for his back pain. The report noted that Mr C had been experiencing back pain for three months.

On 11 March 2025, Mr C had an appointment with a physiotherapist (Mr B) through AXA's outpatient partner. Mr B said that Mr C had lower back issues more to the left for the last few months. It was noted he had tried massage once and found this helpful.

On 20 March 2025 Mr C asked his GP for a repeat prescription of pain medication and said that he had experienced the back problem for six months.

Also on 20 March 2025, Mr C and his GP completed the MIF for AXA. In that form, Mr C said:

'Lower back issues more to the left for about 6 months. Worsened in the last month; Physiotherapist assessment: lower lumbar degenerative changes and refffered [sic] *me for the Osteopath input'*

In the section completed by the GP, they were asked when Mr C first had symptoms and answered '*Approx February 2024'*.

Mr C contacted his GP to say the reference in the MIF to the start date of his symptoms being February 2024 was inaccurate, and that the GP who he had consulted could confirm he experienced symptoms in approximately November/December 2024. Initially the GP

refused to make the amendment, but then did so after viewing a clinical letter which supported what Mr C had said. This was the A&E letter.

So, Mr C's GP completed an amended MIF. They amended the start date of the symptoms from February 2024 to December 2024.

The GP also amended Mr C's medical records from February 2025. Where his notes had stated the back pain had been *'worse in the last 1 year'*, the GP said '*this appears to be an error and should read 1 "month"*'.

Conclusions

There's a lot of conflicting information in terms of when Mr C's symptoms started.

On the one hand, the GP evidence (before the amendments) makes it clear that Mr C's symptoms began before he joined the policy in October 2024. This is also supported by Mr C's own confirmation in the MIF dated March 2025 where he stated he'd experienced symptoms for approximately six months. He gave the same six-month timeframe when asking his GP for a repeat prescription of medication, also in March 2025. This would give a start date to his symptoms of around September 2024. Though this doesn't match the start date of February 2024 initially given by his GP.

When Mr C made an initial request for a GP appointment in February 2025, he said he'd had symptoms for two to three months. When he attended A&E in February 2025, he said he had symptoms for three months. And when he met Mr B in March 2025, he referred to his symptoms starting a few months earlier. Which does all support that his symptoms started around late 2024.

I appreciate the GP amended Mr C's medical records after viewing the A&E letter as this supported Mr C's assertion that his symptoms began in December 2024. This doesn't explain why Mr C said in the MIF that he'd had lower back issues for about six months, though he could have just been estimating the timeframe.

However, looking back at the February 2024 GP entry, this refers to Mr C having chronic low back pain, and that he had had some physio done previously which didn't resolve things.

When a medical professional refers to a condition being 'chronic' they usually mean it is long-standing. If Mr C had only experienced his symptoms for two months, I think it seems unlikely that a doctor would describe his back pain as chronic. Though I understand Mr C has since arranged for his GP surgery to remove the reference to chronic from this note.

Also, the GP knew that Mr C had tried physiotherapy before, and this hadn't worked. If Mr C's symptoms had only started in late December 2024, that would mean his physio had taken place since that date. Yet his GP referred him for physiotherapy on the same day of the February 2025 appointment. I would question why the GP would take this action, if they were aware that Mr C had tried this type of treatment in the previous seven or so weeks and it hadn't been successful.

I also see from AXA's call notes that Mr C told AXA his symptoms of lower back pain *got worse* after he joined the policy. He said the discussion with his GP (in February 2025) would have been whether he had previously had back problems, which was unrelated to his current symptoms. Mr C told AXA it was a new episode and a new kind of pain.

It therefore seems that Mr C has had problems with his back in the past and has received physiotherapy for this. But he considers the pain he had in late 2024 to be a new issue.

Given that it seems Mr C was experiencing back problems which got worse after he joined the policy, I think it was reasonable for AXA to conclude that his symptoms predated the start of the policy. If Mr C thinks his previous back problems were different to those experienced in late 2024, I think he would need to provide evidence of this to AXA.

Taking everything into account, I think it was reasonable for AXA to conclude that Mr C's symptoms most likely began before he joined the policy, and to turn down the claim.

AXA has said it would be willing to review its claims decision, if Mr C provides further information. It specifically asked Mr C for his GP notes in relation to back pain in the moratorium period, together with the physiotherapy notes that Mr C's GP entry from 13 February 2025 referred to, as well as his more recent notes from his osteopathy appointments. Mr C has already provided his GP records for the moratorium period, which we've shared with AXA. But if he wants AXA to reconsider the matter, I suggest he provides it with the remaining information it has asked for.

Mr C is also unhappy that AXA has asked him to repay the £168 that it paid in error to the clinic where he has received osteopathy treatment. He says he won't be repaying this amount as he doesn't agree with AXA's decision to turn down his claim.

I can't require Mr C to repay the £168, but since this was paid in error, I think AXA is entitled to ask for it back. Mr C hasn't mentioned any financial hardship or that he's unable to pay it back, but if this is the case, then he should let AXA know this and the parties can discuss whether a repayment plan would be appropriate. If Mr C is unhappy with any decision AXA makes about this, he may be able to bring a new complaint to this service.

My final decision

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 to accept or reject my decision before 28 October 2025.

Chantelle Hurn-Ryan
Ombudsman