

The complaint

Mr C is unhappy that AXA PP Healthcare Limited has said his back condition is chronic and they would no longer cover his physiotherapy claim.

What happened

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

The relevant rules and industry guidelines say that AXA has a responsibility to handle claims promptly and fairly.

The policy terms and conditions explain there is no treatment of ongoing and long-term chronic conditions. The terms define a chronic condition 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, and/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 contrast, an acute condition is defined as:

“A disease, illness or injury that is likely to respond quickly to treatment and leads to recovery without a significant likelihood of recurrence.

I'm partly upholding Mr C's complaint but I think £100 compensation is fair and reasonable. I say that because:

- Mr C had been receiving treatment on his back since June 2023 on a regular basis, including multiple physiotherapy sessions. So, given the history of his claims and the duration, I think it was reasonable for AXA to conclude that his back condition now fell within the definition of chronic which I've outlined above.

- I appreciate that Mr C's policy provided for up to 10 sessions each policy year, and more in certain circumstances. However, that needs to be read in conjunction with the remaining policy terms, including those relating to chronic conditions. So, Mr C's points in relation to this policy term haven't changed my thoughts about the overall outcome of this complaint.
- I appreciate that Mr C's clinicians consider that his condition isn't chronic. However, the policy terms have a specific definition of chronic. And, as I've outlined above, I'm satisfied that AXA has demonstrated the exclusion has applied. So this doesn't persuade me that Mr C's complaint should be upheld.
- AXA acknowledges Mr C wasn't given clear enough information about the policy benefit in relation to the physiotherapy during a call. They accepted the recommendation of our investigator to pay £100 compensation. I think that's fair and reasonable as it reflects the fact that Mr C experienced distress and inconvenience because his expectations weren't managed as well as they should have been. So I accept that it had an impact on him because he was later told there wasn't cover available which was upsetting and frustrating.

Putting things right

I'm partly upholding Mr C's complaint and direct AXA to pay £100 compensation in total to Mr C for the distress and inconvenience caused by not being given clear information. I understand that this has already been sent to Mr C following our investigator's recommendation.

My final decision

I'm partly upholding Mr C's complaint and direct AXA PPP Healthcare Limited to put things right in the way I've outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 12 February 2026.

Anna Wilshaw
Ombudsman