

The complaint

Mr R and Mrs S have complained that AXA PPP Healthcare Limited has added an exclusion for a chronic condition to their private medical insurance policy.

As it is Mr R leading on the complaint, for ease, I will just be referring to him in this decision.

What happened

On 30 October 2024, AXA wrote to Mr R to inform him that it was classing his thoracic spine condition as chronic and would no longer provide cover for therapeutic treatments for this from 31 December 2024.

Our investigator thought that AXA had acted fairly, in line with the policy terms and conditions. Mr R disagrees and therefore the complaint 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.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. So I've considered, amongst other things, the law; the terms of the insurance contract; and the available medical evidence, to decide whether I think AXA has treated Mr R fairly.

I've first considered the policy terms and conditions, as these form the basis of the contract between Mr R and AXA. Like other private medical insurance policies, Mr R's policy is designed to cover acute conditions but doesn't cover chronic conditions. Chronic conditions are defined as:

'A disease, illness or injury that has one of more of the following characteristics:

- it needs ongoing or long-term monitoring through consultations, examinations, checkups 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.'*

The policy explains what happens if the member has a condition that is chronic. It says:

'If your condition is chronic, there will be a limit to how long we cover your treatment. If we are not able to continue to cover your treatment, we will tell you beforehand so you can decide whether to start paying for the treatment yourself, or to transfer to the NHS.'

AXA wrote to Mr R on 30 October 2024 to explain the limitation it was placing on the policy. It had reached its decision based on the information it had from his claims history but said it would be happy to review any other information he had about his diagnosis.

Mr R provided a letter from his consultant. This set out that, prior to issues with his thoracic spine, the consultant had been looking after him in relation to his lumbar spine. However, he'd subsequently developed new thoracic spine pain after an ankle injury and surgery altered his biomechanics. He says it's not a chronic condition and that he anticipates it will resolve with physical therapy and rehabilitation.

The consultant's letter is dated 26 March 2025, so some five months after AXA had first deemed the condition to be chronic. So, the condition had not resolved in the interim and, according to the consultant, still required further therapy. Although the consultant's view was that it would resolve with further therapy, he doesn't express any opinion on how long that might take.

Mr R has also provided a report from his physiotherapist. This is dated 13 March 2025, so again, some five months after AXA's decision to restrict cover. The back pain is described as reoccurring. Although it is stated that it is not a chronic condition, that seems to be based on the pain occurring in episodes that last between three and four weeks which then improves and resolves each time. It is noted that Mr R has had 114 sessions in total since treatment started in December 2022. If I understand it correctly, the proposed treatment plan is to have 20 further sessions. In response to the question 'What is the current step down care plan?', the physiotherapist has left the answer box blank. I do however appreciate that Mr R also said at that time that he was currently pain free and that the physiotherapist had discharged him. However, he also said that the condition was resolving, as opposed to resolved.

On balance, I don't think this evidence is enough to outweigh the long-term and likely ongoing nature of the treatment that AXA had already paid for. Mr R has mentioned previously suffering from middle back pain, even if the triggers were different. Therefore, I consider it was fair for AXA to maintain its position that the condition had become chronic after receiving the additional medical information.

Mr R says that AXA has simply relied on the number of physiotherapy sessions he'd had to conclude that the condition was chronic. He says that duration alone doesn't satisfy the criteria for a chronic condition.

There's some discrepancy in relation to the start date of the treatment. AXA said it was January 2022 and that he'd been having ongoing therapies (which would also include other therapies such as acupuncture) since May 2023. Mr R disputes the physiotherapist's timeline of diagnosis in February 2021 and a treatment start date in December 2022. He says he first saw the physiotherapist in November 2023.

AXA has provided a list of treatments it has paid for. Even going by Mr R's account and looking only at physiotherapy sessions paid from November 2023 until AXA's decision to restrict the condition in October 2024, there were over 60 payments during that period.

Mr R says that the physiotherapy programme was focused, rehabilitative and clinically justified. AXA is not disputing that there is a clinical need. Its reason for limiting cover is that the treatment is for a condition that meets the definition of 'chronic' as set out in the policy

terms. Whilst Mr R says that the condition is temporary, I'm not persuaded that the available evidence indicates that.

It's a matter of judgment for an insurer to decide when a condition has become chronic, taking into account the condition, as well as the claims history. The number of sessions someone has had is a significant factor in that assessment, as it is an indicator of the ongoing or long-term nature of the condition.

I understand that Mr R believes the exclusion should be time limited. However, AXA has applied its policy terms fairly and it's entitled to apply a permanent exclusion for the condition.

Mr R is also concerned about what this means for other back conditions going forward. However, AXA has explained that treatment for unrelated spinal problems remain eligible for cover, subject to the terms and conditions of the policy.

Overall, I'm satisfied that AXA has acted fairly. It was reasonably entitled to classify Mr R's condition as chronic, in line with the terms of the policy. It follows that it was also reasonable for it to apply an exclusion for his thoracic back condition. It provided Mr R with two months' notice, which I consider was reasonable in the circumstances.

My final decision

For the reasons set out above, I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R and Mrs S to accept or reject my decision before 20 April 2026.

Carole Clark
Ombudsman