

The complaint

Mr J is unhappy that AXA PPP Healthcare Limited have added applied a chronic condition exclusion to his policy and not settled an invoice in full.

What happened

Mr J was receiving physiotherapy for approximately a year to treat spinal and shoulder pain. Following the policy renewal date AXA applied an exclusion to the policy and said they wouldn't authorise further treatment as the condition was chronic. They also partially settled an invoice as they deducted the excess from the most recent treatment Mr J had received.

Mr J complained to AXA but they maintained their decision was fair and in line with the policy terms. Unhappy, Mr J complained to the Financial Ombudsman Service.

Our investigator looked into what happened and didn't uphold the complaint. She thought AXA had acted fairly in the circumstances when deciding the condition was chronic and that the excess was deductible.

Mr J didn't agree and asked an ombudsman to review the complaint. In summary, he said the restriction of cover was unenforceable, AXA had lumped the injuries together into one total and had failed to provide medical evidence that the condition has no known cure. He said AXA had acted unfairly by charging an excess for a condition they now claim is excluded and have acted unreasonably to resolve the matter. So, the complaint was passed to me to decide. Mr J recently updated our investigator to say that the debt for treatment had been passed to a debt collector.

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 say there is no cover for chronic conditions. They say:

“we do not cover ongoing, recurring long-term treatment for chronic conditions, this means we will not cover:

...

- any treatment that only offers temporary relief of your symptom, rather than dealing with the underlying condition”

A chronic condition is defined 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 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 terms also explain that there is an excess of £75 which applies once per member per year.

I'm not upholding this complaint because:

- I think AXA reasonably concluded that Mr J's treatment was for a chronic condition and the exclusion applied. He'd been having treatment for over a year, it was still ongoing and didn't have an end date. They also provided with Mr J with reasonable notice that further treatment wouldn't be available from a specified date.
- I understand that Mr J feels that the decision AXA made was administrative rather than clinical. But I think AXA's explanation for ending cover is fair and reasonable. I think they reasonably concluded that the continuing physiotherapy was no longer treating the acute phase of the symptoms he was experiencing.
- Mr J says that AXA has lumped the treatment of different issues together. However, based on the available evidence the treatment focused on the same areas – the spine and the shoulders. So, I don't think AXA has acted unreasonably by considering the wider context of the claim.
- The excess is payable each policy year. That's set out in the terms and is standard industry practice. Mr J's treatment spanned two policy years and so he was fairly charged an excess in the new policy year. I also note that AXA reminded Mr J about his outpatient limit on several occasions and that the limit reset at renewal. So, I don't think Mr J has been treated unfairly.
- AXA isn't responsible for the debt being passed to a debt collector. That's a decision made by the treating facility. So, whilst I can understand why this is worrying and frustrating for Mr J, I don't think that's because of anything AXA has done wrong.

My final decision

I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 28 April 2026.

Anna Wilshaw
Ombudsman