

The complaint

Ms T complains that AXA PPP Healthcare Limited added an exclusion to her private medical insurance policy.

What happened

Ms T successfully claimed on a private medical insurance policy for several conditions including hip pain, shin splints and shoulder pain. AXA applied an exclusion to the policy for future claims related to the muscular skeletal system.

Ms T complained to AXA but they maintained their decision was fair and in line with the policy terms relating to chronic conditions. Unhappy, Ms T referred her complaint to the Financial Ombudsman Service.

Our investigator looked into what happened. She didn't think AXA had fairly applied the exclusion as Ms T had experienced several separate short-term conditions. She recommended the exclusion was removed.

Ms T accepted the investigator's recommendation, but AXA didn't. In summary, they thought the evidence presented during the claims process supported their decision and suggested amending the exclusion. AXA's further comments didn't change her thoughts about the outcome of the complaint. So, the complaint was referred to me to decide.

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 policy terms and conditions say there isn't cover for chronic conditions. The terms define this as:

"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."

I'm upholding this complaint as I don't think AXA did fairly apply the exclusion in the specific

circumstances of this complaint. I say that because:

- I think the evidence presented during the claims process demonstrates that Ms T most likely experienced several short-term acute conditions including hip pain, snapping hip pain, shoulder pain, shin splints and tennis elbow.
- These conditions were treated as separate conditions during periods of time. I've found the evidence presented on this point to be persuasive. I don't think they amount to generalised issues in particular areas of the body as AXA has suggested. In reaching my conclusions I bear in mind that Ms T took part in high level competitive sport and during some of the relevant time was experiencing puberty. So, I'm not persuaded on the facts of this case that it's fair to apply the chronic exclusion because a number of acute conditions were treated.
- AXA has referred to information provided by Ms T's parents during phone calls in support of their position to apply the exclusion. However, as the wider evidence indicates there were separate treatments for different specific issues I'm not persuaded AXA acted fairly considering the wider evidence they held about the claims history.
- AXA has also said that the treatments were described as "rehab" which supports that there is a pattern or ongoing treatment with no clear point of resolution rather than acute injury episodes. I'm not persuaded by that argument on the facts of this case. AXA accepted the previous claims on the basis they were treating acute issues. And, in any event, for the reasons I've already explained above I think the issues she was treated for were acute injuries rather than ongoing chronic problems.
- Overall, I'm not satisfied that the exclusion was fairly applied to Ms T's policy. I don't think AXA's position fairly reflects the complexity of Ms T's medical history and her specific circumstances as a competitive sports person.
- AXA did suggest alternative wording for an exclusion in response to the investigator's opinion. However, that's not the exclusion that was applied to the policy when Ms T's complaint was referred to the Financial Ombudsman Service. And, in the circumstances, I don't think it's fair and reasonable to direct that exclusion to now be applied. AXA is entitled to continue to review the cover in place, but I remain satisfied the exclusion should be removed as the available evidence didn't support the exclusion being applied.

Putting things right

I'm upholding this complaint. AXA needs to put things right by removing the exclusion they've placed on Ms T's policy.

My final decision

I'm upholding this 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 Ms T to accept or reject my decision before 11 May 2026.

Anna Wilshaw
Ombudsman

