

## **The complaint**

Mr M complains that AXA Health Limited (AXA) has unfairly refused to meet a claim he made under his health policy.

## **What happened**

Mr M had several medical symptoms, including a problem with his gums. His GP recommended he see a specialist for genetic testing to explore whether there was a genetic element to his issues. In particular the recommendation was for the testing to be done urgently to prevent tooth loss if his gum problems worsened.

Mr M contacted AXA after the tests had been done, asking that AXA cover the cost of this test. AXA considered the claim, but said that, in line with the terms and conditions of Mr M's policy, it need not pay for this test.

Mr M complained to no avail, and asked us to review his complaint.

Our investigator didn't think AXA need do more than it had. He noted that the terms and conditions in the policy said that preventative test weren't covered – and he thought this test was in that category, as Mr M's doctor said it was to prevent tooth loss. He also noted that the policy specifically excludes dental cover in Mr M's circumstances.

He went on to say it would have been beneficial if Mr M had asked AXA if it would pay for the test before it was done, rather than after. He said at least then Mr M would have known he'd have to pay for the test. AXA says if it had known the test was for dental problems it would have refused the claim straight away.

Mr M doesn't agree. He says the test was to help prevent further harm from an already diagnosed situation, and AXA should meet the cost.

I've been asked to decide this complaint.

## **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.

I'm not going to uphold this complaint, for much the same reasons as our investigator gave. I'll expand a little on my reasons.

The terms and conditions in Mr M's policy do say that preventative tests are excluded. Although I accept Mr M already had problems with his gums, as well as other issues, the test was recommended by his doctor as something that might help prevent tooth loss – which he didn't already suffer from. There's no mention of any other condition he might be suffering from. So it is reasonable for AXA to conclude this was a preventative test for dental problems.

In addition and more specifically, Mr M's policy excludes *all* dental treatment except that

which falls into the category of oral surgery. That's not the case here, so even if the genetic testing *wasn't* preventative, AXA still need not cover the cost.

Taking everything into account I'm satisfied AXA interpreted the terms and conditions fairly and reasonably refused to meet the claim. I can't ask it to do more.

If Mr M has more medical evidence about the need for the test in relation to other conditions he'd been diagnosed with, I'm sure AXA will reconsider its decision. That doesn't mean AXA would meet the cost – that would depend upon the information and the limitations outlined in the terms and conditions.

### **My final decision**

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 31 May 2024.

Susan Peters  
**Ombudsman**