

The complaint

Mr L complains that AXA PPP Healthcare Limited hasn't paid a claim under his private health insurance policy.

What happened

Mr L, and his child Miss L, are covered by a private health insurance policy which is provided by AXA.

Mr L contacted AXA in January 2025 to authorise further allergy tests for Miss L. AXA said that these weren't covered by the policy. It said the policy didn't cover preventative screening tests. And as Miss L had already been diagnosed with allergies previously, AXA wouldn't cover any further testing to see if the allergy was still present or screen for other possible allergies.

AXA said the policy only covered treatment that was medically necessary, and allergies could be managed within primary care by a GP or health visitor. So, a referral to a specialist wasn't medically necessary. AXA also said that the policy didn't cover ongoing, recurring long-term treatment for chronic conditions. It considered an allergy a chronic condition, as it needs ongoing, or long-term relief of symptoms and continues indefinitely.

Unhappy with AXA's position, Mr L brought a complaint to this Service. One of our investigators looked into what had happened. Having done so, he didn't think AXA had acted unfairly or unreasonably when it declined the claim, for the reasons it did.

Mr L didn't agree with our investigator's findings and asked for an ombudsman's decision. He didn't agree that the treatment was preventative; he said his claim was for a test to establish the underlying cause why Miss L was reacting to certain foods.

As no agreement was reached, the complaint has been passed 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.

Industry rules set out by the regulator (the Financial Conduct Authority) say insurers must handle claims fairly and shouldn't unreasonably reject a claim. I've taken these rules, and other industry guidance, into account when deciding what I think is fair and reasonable in the circumstances of Mr L's complaint.

Miss L was diagnosed with milk and egg allergies in April 2024. The consultant said it would be good to see her again in around a year's time to see where she was with these. When Mr L called AXA in January 2025, he explained that the specialist wanted to test Miss L again for egg and to rule out other food allergies as she was still experiencing symptoms.

AXA says the policy covers acute conditions which are defined in the policy as:

“a disease, illness or injury that is likely to respond quickly to treatment that aims to return you to the state of health you were in immediately before suffering the disease, illness or injury, or that leads to your full recovery.”

AXA also says the policy doesn't cover chronic conditions, which means it won't cover:

- *“monitoring of a medical condition; or*
- *any treatment that only offers temporary relief of symptoms, rather than dealing with the underlying condition, or*
- *routine follow up consultations.”*

The policy defines 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 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.”*

However, the policy terms say that initial investigations to diagnose a condition are covered.

Finally, AXA says that policy doesn't cover treatment that is not medically necessary, or is preventative treatment or screening tests.

AXA has said that if Miss L is having new symptoms and a GP refers her due to an unknown allergen, it will review this. However, Mr L's claim is for a follow-up screening after Miss L has already been diagnosed with milk and egg allergies, without information about further symptoms.

Having reviewed the policy terms and the information Mr L has provided so far, I don't think AXA has acted unfairly or unreasonably in the circumstances.

It's for a policyholder to show they have a valid claim. Miss L already had screening tests done for allergies, and she was diagnosed with milk and egg allergies. I don't think Mr L has provided evidence to show this claim is for an acute condition, or that it's not a screening test which is excluded under the preventative treatment section of the policy. If Mr L has further evidence to support his claim meets the policy terms, he can send this to AXA to consider.

I'm sorry to disappoint Mr L, but I don't think there's anything AXA needs to do, to put things right.

My final decision

My final decision is that I don't uphold Mr L's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 14 July 2025.

Renja Anderson

Ombudsman