

The complaint

Mr A is unhappy that AXA PPP Healthcare Limited declined a claim he made on a group private medical insurance policy.

What happened

Mr A is the beneficiary of this employer's group income protection scheme. AXA declined to cover an invoice for genetic tests as they hadn't been pre-authorized and weren't covered by the policy.

Mr A complained to AXA but they maintained their decision was fair. Unhappy, Mr A complained to the Financial Ombudsman Service.

Our investigator looked into what happened and didn't uphold the complaint. She thought AXA had acted fairly when declining the claim as the policy had an exclusion for genetic testing, except in certain specified circumstances.

Mr A didn't agree and asked an ombudsman to review the complaint. He didn't feel the AXA had provided him with the right advice and that he should have been told to contact them after each appointment. He also explained he'd not approached AXA for genetic testing and so didn't believe the terms applied to him.

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. And they shouldn't reject a claim unreasonably.

The policy terms and conditions set out what treatment is eligible to be covered under the policy. The definition of treatment is:

surgical or medical services (including diagnostic tests) that are needed to diagnose, relieve or cure a disease, illness or injury

The policy also sets out what is and isn't covered in relation to genetic tests. It says:

What is covered for genetic tests?

We will pay for genetic testing when it is proven to help choose the best eligible treatment for your medical condition.

What is not covered?

We do not cover genetic tests:

- to check whether you have a medical condition when you have no

symptoms; or

- you have a genetic risk of developing a medical condition in the future; or
- to find out if there is a genetic risk of you passing on a medical condition; or
- where the result of the test wouldn't change the course of eligible treatment. This might be because the course of eligible treatment for your symptoms will be the same regardless of the result of the test or what medical condition has caused them; or
- that themselves are not conventional treatment or where they are used to direct treatment that is not eligible treatment.

Please call us before you have any genetic tests to confirm that we will cover them. Your specialist might want to do a variety of tests, and they might not all be covered. The cost to you might be significant if the tests aren't covered under your plan."

I'm sorry to disappoint Mr A but I'm not upholding his complaint because:

- On a strict application of the policy terms there is no cover for the circumstances of the Mr A's claim. Based on the available evidence Mr A's genetic tests were not to help determine the best eligible treatment or alter a treatment plan. So, I'm satisfied AXA fairly declined the claim in line with the policy terms.
- I've gone on to consider whether it would be fair and reasonable to direct AXA to depart from the policy terms and conditions. I'm not persuaded it would be for the reasons I'll go on to explain.
- I appreciate that Mr A says he wasn't made aware that he was being referred for genetic testing and never approached AXA for this type of test. He says that he therefore wouldn't have looked at the terms relating to genetic testing. But I don't think that's because of anything AXA did wrong. Mr A may wish to refer his concerns about not being told he was having a genetic test to the healthcare provider if that wasn't made clear to him.
- Mr A didn't contact AXA to obtain authorisation for the further tests, which took place during a separate appointment. Mr A's first authorisation was for an initial consultation, blood tests and ultrasound. Given that the genetic test took place on a different date, and following an initial consultation, I think it would have been reasonable to do so. Had he done so AXA would have been able to establish the nature of the further tests and let him know what would and wouldn't be covered. They didn't have the opportunity to do so.
- I don't agree AXA needed to let Mr A know what tests a consultant can or can't carry out with authorisation. That's not typically the level of detail an insurer would hold and isn't standard industry practice.
- I think the definition of treatment is sufficiently clear and the terms do highlight the limitations on cover for genetic testing. Most private medical insurance policies contain similar definitions and exclusions. And I'm not persuaded that they are unfair or unclear in the way Mr A has suggested. In reaching that conclusion I've considered the legislation Mr A has referred to and the relevant regulatory guidance. However, those points haven't changed my thoughts about the overall outcome of this complaint.

My final decision

I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 4 March 2026.

Anna Wilshaw
Ombudsman