

The complaint

Mr S complains about the decision by AXA PPP Healthcare Limited trading as AXA Health to turn down his private medical insurance claim.

What happened

In September 2021, Mr S took out a private medical insurance policy with AXA. It was taken out on a moratorium basis, which meant that AXA wouldn't cover any pre-existing conditions from the previous three years.

In 2022, Mr S made a claim for treatment after being diagnosed with bilateral cataracts. AXA turned down the claim, as it thought Mr S had experienced symptoms of the condition before the policy started. Unhappy with this, Mr S brought a complaint to this Service. Meanwhile he paid for cataract surgery himself.

Our investigator didn't recommend the complaint be upheld. She thought AXA had made a reasonable claims decision, based on the medical evidence.

Mr S didn't accept our investigator's conclusions, and so the matter has been passed to me for a decision.

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 explains that when moratorium underwriting is taken out, AXA will not cover pre-existing conditions.

The policy defines 'pre-existing condition' as:

'any disease, illness or injury for which:

- you have received medication, advice or treatment; or*
- you have experienced symptoms;*

whether the condition has been diagnosed or not in the three years...before the start of your cover.'

It doesn't appear to be in dispute that Mr S hadn't been diagnosed with cataracts before the policy started. However, AXA is of the view that he had experienced symptoms of this condition prior to September 2021, and so it says the claim falls under the above definition of a pre-existing condition.

Mr S's opticians said that Mr S was seen for a routine eye test in June 2021. They said *"On examination, mild haze noted on crystalline lens. However, Mr [S] was not advised on the day regarding this."*

In June 2022, an optometrist (Ms D) referred Mr S to an eye hospital. She said Mr S had been suffering with glare and misty vision since before his last eye examination at another optician in March 2021, and his glasses were not helping.

Mr S has provided a letter from his consultant ophthalmic surgeon (Mr K). He said Mr S had significant cataracts when seen in his clinic. Mr K explained that Mr S had been referred by his optician with 'mild hazing of the crystalline lens' which he confirmed was indeed a cataract, and part of the natural ageing process of any patient over the age of sixty. Mr K thought it was unfair that AXA had turned down the claim as he did not think Mr S's cataracts were a precondition, and were rather part of his natural ageing process.

I appreciate that Mr S apparently wasn't advised that he had mild haze on the crystalline lens at his appointment in June 2021. Mr K has since confirmed this was a cataract. Nonetheless, I find that it was still reasonable for AXA to conclude that Mr S's condition was pre-existing, as defined by the policy. I say that because Mr S had experienced symptoms of glare and misty vision before the policy started in September 2021, which the NHS says are signs of cataracts.

I'm therefore satisfied that AXA's decision to turn down the claim was fair and in line with the policy terms.

Mr S says that AXA should exclude cataracts and therefore make it clear that *"the aged applicant will already have a precondition as part of the natural ageing process, and will therefore not qualify, whether they know it or not."*

This Service cannot require an insurer to exclude certain medical conditions – it is up to an insurer what cover it offers under an insurance contract. Also, I don't agree with Mr S's opinion that policyholders over a certain age cannot make a successful claim for cataracts. This condition can be covered under a moratorium policy, so long as it doesn't fall within the definition of a pre-existing condition.

Mr S also has some concerns about the sale of the policy. However, the policy was not sold by AXA, and so he should raise those concerns with the seller of the policy.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 8 August 2023.

Chantelle Hurn-Ryan
Ombudsman