

The complaint

Ms T has complained that AmTrust Specialty Limited ('AmTrust') unfairly declined her claim.

What happened

Ms T had an income protection insurance policy, underwritten by AmTrust. In March 2024, Ms T made a claim as she was unable to work due to an injury.

Ms T told AmTrust she couldn't work due to right arm and wrist pain but the claim was declined as the symptoms predated the start of the policy. Ms T replied to say her claim related to her left shoulder. AmTrust reassessed the claim but declined it again as it said those symptoms also predated the start of the policy.

Unhappy, Ms T referred her complaint to the Financial Ombudsman Service.

Our investigator looked into the complaint but didn't think AmTrust had unfairly declined the claim.

Ms T disagreed and said the claims assessment was based on incorrect sick notes.

And so the case has been passed to me for a final 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.

Having done so, I don't think this complaint should be upheld. I'll explain why.

The relevant rules and industry guidelines say an insurer should handle claims promptly and fairly. And shouldn't unreasonably reject a claim.

The policy terms confirm pre-existing conditions aren't covered. The definition of pre-existing conditions is as follows:

"Any injury, sickness, disease or related condition and/or associated symptoms, where either, in the 24 months before the start date or the amendment date: you received advice, or consultation, or underwent investigation, monitoring, tests, treatment, medication, or surgery; or you were made aware of, or experienced symptoms of, or should reasonably have known about; or you have seen or arranged to see a doctor, whether a diagnosis was made or not. Once you have been symptom free and have not received any medical advice or treatment for a period of 24 months from the start date of this policy or the amendment date, then the condition will no longer be classed as pre-existing and may be accepted by the insurer in connection with a claim, subject to policy terms and conditions."

AmTrust correctly told Ms T that pre-existing conditions weren't covered and the medical evidence showed that problems relating to her arm and wrist were pre-existing.

In relation to the left shoulder, Ms T accepts that she complained about a minor issue in November 2023 and she mentioned it as a passing comment. However, as she discussed it with a medical specialist and she said she had some problems, this would fall within the definition of a pre-existing condition regardless of the severity or the reason for mentioning it.

I don't think AmTrust acted unreasonably in relying on the medical notes which suggest that Ms T does have a pre-existing condition i.e. she had symptoms of a problem before the start date of the policy. I note Ms T says the notes are incorrect but AmTrust is entitled to rely on the notes as presented to them. And in any case, Ms T accepts that she did have a minor concern in November 2023 – this is enough to fall within the definition of pre-existing conditions, as set out above.

As Ms T's condition would fall within the definition of a pre-existing condition, I don't think AmTrust unfairly rejected her claim and I can't fairly ask it to accept the claim.

My final decision

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms T to accept or reject my decision before 9 April 2025.

Shamaila Hussain
Ombudsman