

## **The complaint**

Mr T complains Arch Insurance (UK) Limited (Arch) has declined the claim he made under his income protection insurance policy.

## **What happened**

The circumstances of this complaint will be well known to both parties and so I've summarised events.

Mr T purchased an income protection insurance policy provided by Arch. The policy start date was 17 December 2024.

In March 2025 Mr T became absent from work due to work-related stress and anxiety and so submitted a claim under his policy. Following a review of his claim, Arch declined it in May 2025. It said the policy terms explained Mr T was unable to claim if it relates to a pre-existing medical condition which it believed Mr T's condition was. Mr T didn't think this was reasonable and so raised a complaint.

On 16 July 2025 Arch issued Mr T with a final response to his complaint. It said during Mr T's consultation in January 2025 he had said he had experienced symptoms for several months which pre-dated the start of the policy. It was satisfied Mr T's claim was for a pre-existing condition and so didn't uphold his complaint. Mr T referred his complaint to this Service.

Our Investigator looked into things. She said she thought it was reasonable for Arch to decline Mr T's claim based on the exclusion for pre-existing medical conditions.

Mr T didn't agree with our Investigator. He provided a detailed response but in summary he said:

- The investigator's opinion relies on the GP's statement relating to him suffering symptoms for a 'few months' but this wasn't something he said. He recalls describing his symptoms as being 'recent' and only beginning in late 2024.
- There is no evidence of any previous mental health conditions, treatment or symptoms prior to the start date of the policy. His symptoms began after the policy was taken out.

As Mr T didn't agree with our Investigator 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.

I want to acknowledge I've summarised Mr T's complaint in less detail than he's presented it. I've not commented on every point he has raised. Instead, I've focussed on what I consider

to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Mr T and Arch I've read and considered everything that's been provided.

The relevant rules and industry guidelines explain Arch shouldn't unreasonably reject a claim.

Arch has declined Mr T's claim as it has said it relates to a pre-existing medical condition. The terms of Mr T's policy state:

*'You cannot claim under this cover if:*

- It is due to a pre-existing medical condition. This exclusion will not apply if you are continuously covered under this policy, remain symptom free and do not consult a doctor or receive treatment for this condition, for a period of 24 months following the cover increase date.'*

Pre-existing Medical Condition is defined in the policy as:

*'Any condition, injury, illness, disease, sickness or related condition and/or associated symptoms, whether specifically diagnosed or not, for which medical evidence shows that you knew about or were experiencing symptoms that you would have been aware of at the cover increase date or for which you sought or received advice, treatment or counselling in the 12 months prior to the cover increase date.'*

In Mr T's circumstances, the cover increase date is the date the policy started. So, I've considered the available evidence to see whether I think it was reasonable for Arch to decline Mr T's claim by concluding it relates to a pre-existing medical condition.

I can see Mr T had a video consultation with a private GP on 21 January 2025. In the record of this consultation the problems are listed as stress, anxiety and low mood. Under the history of the presenting complaint it states:

*'I've been feeling quite fatigued and stressed recently, which has been affecting my focus and energy levels. I'm trying to balance my workload while managing my well-being, and I believe some support could help me stay productive.'*

*I have been experiencing these issues for the past few months, and they have gradually become more challenging to manage.'*

*Talked me through. Struggling for several months with increasing symptoms of stress, poor sleep, anxiety and low mood.'*

Under the management plan it states:

*'Discussed medications, specifically for anxiety/depression and sleep and specific pros/cons of this approach. He would be keen given duration of symptoms already to try medication for mood anxiety.'*

This consultation says Mr T had been experiencing symptoms of stress, poor sleep, anxiety and low mood for a period of several months. Given this consultation took place on 21 January 2025, this would mean these symptoms were present prior to the policy start date of 17 December 2024.

Based on this consultation, I think it was reasonable for Arch to conclude Mr T's subsequent

claim for work-related stress and anxiety was due to a pre-existing medical condition. The policy definition of a pre-existing medical condition means if Mr T was experiencing symptoms of the condition, even if not diagnosed, in the 12 months prior to the policy start date, it would be considered pre-existing. And the medical evidence provided shows Mr T was experiencing symptoms of his condition prior to his policy start date.

I acknowledge Mr T has said he didn't say he had been suffering symptoms for a few months and considers this to be more a general summary than something he specifically said. However, I think it was reasonable for Arch to rely on the notes from the video consultation given these are notes taken at that time. And whilst the GP provided further clarification, confirming his understanding that Mr T had no previous history of mental health problems or treatments, he hasn't provided any further comment about the length of time Mr T was experiencing symptoms for prior to the consultation.

Mr T has said there is no evidence of him having been diagnosed with or being treated for any mental health condition prior to the policy start date. And I appreciate he has provided information from his NHS GP to support this. I'm not disputing what Mr T has said about this. However, the consultation with the private GP in January 2025 says he was suffering from symptoms which he was aware of, prior to the policy start date. And whilst I appreciate Mr T has said his symptoms only began after the policy started, the evidence provided suggests otherwise.

As I'm satisfied it was reasonable for Arch to conclude Mr T's claim is due to a pre-existing medical condition, I think it was reasonable for it to rely on the exclusion it has done to decline Mr T's claim.

I know this will be disappointing for Mr T as I know how strongly he feels his claim has been unfairly declined. However, for the reasons I've explained I don't uphold this complaint.

### **My final decision**

For the reasons I've outlined above I don't uphold Mr T's complaint about Arch Insurance (UK) Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 19 December 2025.

Andrew Clarke  
**Ombudsman**