

The complaint

Ms L complains about Zurich Insurance PLC and their decision to decline the claim she made on her travel insurance policy, after she had to return home from her trip abroad early due to illness.

What happened

Ms L held an annual multi-trip travel insurance policy, underwritten by Zurich. On 2 November 2022, Ms L travelled abroad with the cover of this policy in place. But three days into her 14-day trip, Ms L became unwell with an illness that rendered her bed bound. Due to this, she asked her partner to book her a return flight home as soon as possible, as she didn't feel well enough to continue with her trip. Ms L flew home 4 days later, on 9 November and she saw her local GP on both 10 and 11 November, who confirmed she had a "*severe Flu like/viral illness*". On 13 November, Ms L contacted Zurich to make a claim on her policy for the costs she incurred travelling home, and the curtailment of her trip.

Zurich considered Ms L's claim and declined it. They explained their opinion that Ms L had failed to meet the conditions of her policy, as she hadn't sought their permission to cut her trip short before doing so. And they didn't think Ms L was able to provide a medical certificate from a doctor in resort stating it was medically necessary for Ms L to return home earlier than planned. So, they didn't think they should pay Ms L's claim. Ms L was unhappy with this, so she raised a complaint.

Ms L explained she was unable to access her policy documents when she was abroad, due to the impact of her illness. So, she didn't know she needed to contact Zurich to gain permission before returning home. And she thought the evidence provided by her GP on her return home was reasonable medical evidence. So, she thought the claim had been declined unfairly and she wanted Zurich to reverse their decision and accept the claim.

Zurich responded to the complaint and didn't uphold it. They felt they had declined the claim fairly, in line with the terms and conditions of the policy. So, they didn't think they needed to do anything more. Ms L remained unhappy with this response, so she referred her complaint to us.

Our investigator looked into the complaint and didn't uphold it. They didn't think it was disputed that Ms L returned home from her trip early, without seeking permission from Zurich first and that Ms L didn't obtain a medical certificate from a doctor while she was abroad. And our investigator didn't think the letter Ms L obtained from her local GP after she returned home stated it was medically necessary for Ms L to return home early. So, our investigator wasn't persuaded that it was medically necessary and because of this, she thought Zurich had acted within the terms and conditions of the policy when declining the claim.

Ms L didn't agree. She explained she wasn't in a resort at the time she fell ill and so, she didn't think she was able to go to a doctor in resort, as the terms and conditions set out. So, Ms L maintained her belief she had acted fairly by obtained a letter from her local GP on her return home and that the claim should be accepted based on the information this letter provided. As Ms L didn't agree, the complaint 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.

Having done so, I'm not upholding the complaint for broadly the same reasons as the investigator. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.

First, I want to recognise the impact this complaint has had on Ms L. I don't doubt it would've been both upsetting and worrying for Ms L to have fallen severely ill while she was abroad. And I recognise Ms L took out the insurance policy with Zurich to protect her financially in situations such as the one she found herself in. So, when Ms L tried to claim for the cost of her return flight, and other expenses related to the early ending of her trip, and Zurich declined to cover these costs, I can understand why Ms L would feel unfairly treated and wish to complain.

But for me to say Zurich should do something differently, such as reverse the claim decision and accept it, I first need to be satisfied Zurich have done something wrong. So, I'd need to be satisfied Zurich failed to act within the terms and conditions of the policy Ms L held when declining the claim. Or, if I think Zurich did act within these, I'd need to be satisfied they acted unfairly in some other way. And in this situation, I don't think that's the case.

I've seen the terms and conditions of the policy Ms L held. These explain under section A, titled "*Cancelling and cutting short your holiday*" that Zurich would accept a claim for the following reason "*1. You die, become seriously ill or get injured*". In this situation, Ms L says she cut her holiday short because she felt she became seriously ill. So, I can understand why Ms L feels her claim should be accepted on this basis.

But crucially, the terms and conditions go on to explain under the heading "*Special conditions which apply to section A*" that Ms L "*must get our permission if you have to cut your holiday short and return early to your home area for an insured reason. If you are unable to contact us for permission, you must get a doctor's certificate in resort confirming the medical necessity for you to return home earlier than planned*".

And under the heading "*Contract of Insurance*", the terms and conditions explain "*This is your travel insurance contract. It contains certain conditions and exclusions in each section, and general conditions and exclusions apply to all sections. You must meet these conditions or we may not accept your claim.*"

So, I'm satisfied that Zurich were able to decline Ms L's claim, if she failed to meet the conditions set out within the policy she held. And in this situation, it's not in dispute that Ms L didn't seek permission from Zurich before cutting her trip short. While I appreciate Ms L was feeling severely ill at the time, and I don't dispute the difficulty this would've placed on her contacting Zurich, I don't think this means Ms L had no obligation to do so. Ms L could've asked a representative to contact them on her behalf. And while I also recognise Ms L's explanation that she didn't have the policy terms to hand while she was abroad, I don't think this was the fault of Zurich, or that they are responsible for this. I think it's reasonable for Zurich to assume a customer would ensure they were able to access the travel insurance policy documents they held while travelling abroad, considering it is this policy they would need to refer to in case of emergency. So, I don't think Ms L met this aspect of the condition.

But the terms do provide an allowance for a customer being unable to seek Zurich's permission. The special conditions explain that, where a customer is unable to contact

Zurich, they must provide a medical certificate from a doctor in resort. While I recognise Ms L's belief she wasn't in a resort, as she wasn't staying in a resort type hotel, I don't think this means this term doesn't apply. I think it's fair for Zurich to expect a customer, regardless of their type of accommodation, to seek medical attention in a situation where they are severely ill and unable to continue their trip. And I think the condition makes it reasonably clear Zurich would need a certificate from a doctor that had seen, and potentially treated, Ms L before she took the decision to cut her trip short. And it's not in dispute this isn't possible, as Ms L didn't seek medical assistance while abroad.

While I accept Ms L's own personal belief her illness was likely viral and so, no medical assistance could be provided, Ms L isn't a trained medical professional. And I think the terms and conditions make it clear Zurich needed a certificate from a practicing medical professional in the area Ms L had travelled to before Ms L travelled home, making it clear Ms L's travel home was medically necessary. As this certificate can't be supplied, I'm satisfied Ms L's claim failed to meet the conditions set out within the policy and so, I don't think I can say Zurich have declined the claim unfairly on this occasion. And because of this, I don't think they need to do anything more.

I understand this isn't the outcome Ms L was hoping for. And I want to reassure Ms L I have considered the letter she received from her own GP, who she saw when she returned home. But this letter was provided after Ms L returned home, which doesn't meet the conditions of the policy. And even if this wasn't the case, I don't think the letter provides a medical opinion that states Ms L was medically required to return home. Instead, I think it provides a summary of the timeline of events, as described by Ms L, and a potential diagnosis. And so, I don't think this letter should've caused Zurich to reconsider the claim and accept it.

My final decision

For the reasons outlined above, I don't uphold Ms L's complaint about Zurich Insurance PLC.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms L to accept or reject my decision before 4 September 2023.

Josh Haskey
Ombudsman