

The complaint

Ms E and Mr G are unhappy that Zurich Insurance Company Ltd didn't agree to them cutting short their holiday.

What happened

Mr G had an accident whilst skiing on holiday and suffered a head injury. He contacted Zurich as he wanted to return home. He says he couldn't take part in their planned ski tour. Zurich didn't agree it was medically necessary for Mr G to return home but they agreed to cover some of his unused skiing expenses. Mr G complained to Zurich.

In their final response letter Zurich maintained their decision was reasonable. However, they offered £100 compensation as they acknowledged some of the information Mr G was given was confusing. Mr G complained to the Financial Ombudsman Service.

Our investigator looked into what happened and didn't uphold the complaint. She thought Zurich had acted in line with the policy terms and the available medical evidence.

Mr G and Ms E asked an ombudsman to review the complaint. In summary, they said Mr G's holiday was effectively curtailed as the main purpose of the trip was to go skiing. They also explained they'd recently had invoices for Mr G's medical expenses. So, the complaint was referred to me to make 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 relevant rules and industry guidelines say that Zurich has a responsibility to handle claims promptly and fairly. And, they shouldn't reject a claim unreasonably.

There is cover under the policy terms and conditions for cutting short a holiday due to illness. The terms say there is no cover for claims where pre-authorisation is not obtained and the insurer will confirm the necessity to return home before curtailment due to injury.

The terms also specifically say that there is no cover for:

9. Any costs for cancellation or curtailment of the trip due to bodily injury or illness where you do not provide a medical certificate from the medical practitioner treating the injured/ill person, stating that it was necessary for you to cancel and prevented you from travelling or return to the UK due to bodily injury or illness.

14. Any claim for loss of enjoyment."

I'm very sorry that Mr G and Ms E's trip didn't go ahead as planned. Given that the holiday was to mark a special occasion I can understand why this was particularly disappointing and upsetting. I have a lot of empathy with their circumstances and the impact that Mr G's accident had on their trip.

However, I'm not upholding this complaint for the following reasons:

- The policy terms allow Zurich the discretion to determine if curtailment is necessary. I don't think they exercised this discretion unreasonably in the circumstances of Mr G's case.
- I think it was reasonable for Zurich to conclude, based on the available medical evidence, that it wasn't medically necessary for Mr G to cut the trip short. The treating doctor didn't recommend that Mr G needed to return home due to his injury and Mr G was provided with general guidance about recovering from a head injury.
- Mr G has said that he could have obtained more medical evidence if Zurich's assistance team had been clearer about what was needed. But, I wouldn't expect Zurich to direct Mr G to do this in the circumstances of this case. I say that because the medical evidence wasn't unclear or ambiguous. So, I don't think there was an obvious reason for them to suggest this to Mr G.
- I appreciate that Mr G's injury did have some impact on Ms E. However, as Mr G has acknowledged, she was generally able to continue to take part in the remainder of the holiday.
- I've considered Mr G's argument that the entire purpose of the holiday was frustrated. However, Mr G wasn't hospitalised for a prolonged period. And, based on his testimony, he was able to use the accommodation. He continued to accompany his wife on the trip, which visited a number of different locations. There was also a sightseeing element to the later stages of the trip. Clearly, this wasn't the holiday he'd planned as he intended to spend a lot of time skiing. But the policy doesn't cover loss of enjoyment and Zurich has offered to consider the unused elements of Mr G's ski pack in line with the policy terms. I think that's reasonable. So, in the circumstances of this case, I'm not persuaded that it would be fair and reasonable to conclude that the whole trip was effectively curtailed.
- Zurich did acknowledge that Mr G was given some unclear information when he sought assistance about cutting the trip short. I think £100 compensation fairly reflects the distress and inconvenience caused by being given some information which could have been explained more clearly.
- When the investigator referred the complaint for a decision Mr G explained that he'd recently received some medical invoices. These hadn't been considered by Zurich at the time that Mr G and Ms E's complaint was referred to the Financial Ombudsman Service. In their final response letter Zurich said they would assess the claim relating to Mr G's ski pack and any medical expenses and directed Mr G to make a claim for them. Zurich will need the opportunity to assess those invoices in line with the policy terms. Therefore, Mr G will need to provide this information to Zurich to assess the claim if he hasn't done so already. If he's unhappy with the assessment of the claim for medical expenses he may be able to make a further complaint to the Financial Ombudsman Service.

My final decision

Zurich Insurance Company Ltd has already made an offer to pay £100 to Mr G and Ms E to settle the complaint and I think that's fair in all the circumstances.

My final decision is that Zurich Insurance Company Ltd should pay £100 to Mr G and Ms E if it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms E and Mr G to accept or reject my decision before 3 December 2024.

Anna Wilshaw
Ombudsman