

The complaint

Mr and Mrs H are unhappy that Zurich Insurance Company Ltd declined a claim they made on their travel insurance policy.

What happened

Mr and Mrs H had to cancel their holiday because Mr H was unexpectedly unwell after surgery. Mr H had a catheter removed and he says this was done negligently, leaving him unable to travel.

Zurich declined the claim on the basis that it was linked to a pre-existing medical condition. Mr H complained to Zurich, but they maintained their decision was fair and in line with the policy terms and conditions. Unhappy, Mr H complained to the Financial Ombudsman Service.

Our investigator looked into what happened and didn't uphold the complaint. He thought Zurich had fairly declined the claim. Mr H didn't agree and asked an ombudsman to review the complaint. In summary he says the reason for cancellation was due to a negligent action and that it wasn't fair for Zurich to rely on the exclusion for pre-existing medical conditions to decline the claim.

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.

The policy terms and conditions say:

We will not pay for claims which are in any way related to:

1. Losses arising directly or indirectly from any pre-existing medical condition.

Pre-existing medical condition is defined as:

Any medical condition for which an Insured Person, travel companion, close relative or person you are planning to stay with has been treated or sought advice within 36 months of a trip being booked or commencing.

I'm very sorry to see the circumstances which caused Mr H to cancel the holiday. I understand that it must have been very disappointing particularly as it was the catheter removal which caused the problems.

However, I think Zurich has fairly declined Mr and Mrs H's claim because:

- Mr H had a history of mild urinary obstruction for many years. He underwent surgery

in January 2024 and the subsequent removal of the catheter caused him to require further surgery. So, I think it was reasonable for Zurich to conclude that this was directly or indirectly linked to a pre-existing medical condition.

- I appreciate that Mr H's medical condition was stable and that it was the removal of the catheter which caused the cancellation of the holiday. However, I'm satisfied that Zurich have applied the exclusion fairly. That's because I think it was reasonable for Zurich to conclude that the removal of the catheter was linked to the pre-existing medical condition.
- I think the available medical evidence supports Zurich's decision to decline the claim. The issue with the catheter was unforeseen but that doesn't mean it's unreasonable for Zurich to apply the exclusion. I think Zurich reasonably concluded that there was a link between Mr H's medical condition, the removal of the catheter and the cancellation of the holiday.
- I'm not persuaded by Mr H's representations that there was no link between the pre-existing condition and the reason for cancellation. I appreciate that post surgery in January 2024 he was well enough to travel. But I don't think that's central to the outcome of the complaint. The policy terms are clear that there is no cover for losses arising directly or indirectly from any pre-existing medical condition.
- I don't think it's fair and reasonable to direct Zurich to pay the claim outside of the policy terms and conditions. If Mr H wanted cover for issues relating to his medical condition, then it was open to him to source a policy which covered this.

My final decision

I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H and Mr H to accept or reject my decision before 8 August 2025.

Anna Wilshaw
Ombudsman