

The complaint

Mr and Mrs P have complained that Zurich Insurance Company Ltd declined a claim they made on a travel insurance policy.

As it is Mr P leading on the complaint, I will mostly just be referring to him in this decision.

What happened

Mr and Mrs P were on a cruise in August 2024 when Mrs P became unwell. Upon their return to the UK, they made a claim under the 'cabin confinement' part of the policy.

Zurich declined the claim on the basis that the circumstances were not covered under the policy terms, namely that they had not provided any medical evidence of Mrs P's illness.

Our investigator thought that Zurich had acted reasonably in declining the claim. Mr P disagrees and so 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.

The complaint involves the actions of the claim administrators, acting on behalf of Zurich. To be clear, when referring to Zurich in this decision I am also referring to any other entities acting on its behalf.

I've carefully considered the obligations placed on Zurich by the Financial Conduct Authority (FCA). Its 'Insurance: Conduct of Business Sourcebook' (ICOBS) includes the requirement for Zurich to handle claims promptly and fairly, and to not unreasonably decline a claim.

Insurance policies aren't designed to cover every eventuality or situation. An insurer will decide what risks it's willing to cover and set these out in the terms and conditions of the policy document. The test then is whether the claim falls under one of the agreed areas of cover within the policy.

Looking at the policy terms, under the 'Cabin confinement' part of the policy, it states that a policyholder is not covered:

'for any confinement to your cabin which has not been confirmed in writing by the ships medical officer.'

There's been some slight confusion over the policy document because, in its final response letter dated 23 December 2024, Zurich has referred to this clause appearing on page 31. However, it later sent Mr P a copy of the full policy document where this clause appears on page 35.

The policy where the wording appears on page 31 is an older policy from June 2022, so the page number was quoted in error in the final response letter. The policy where the wording appears on page 35 is the most recent version dating from December 2023. The crucial point is that the wording has stayed the same.

Mr P says this information was not given to him at the time of buying the policy and the first time he saw it was on the claim form. The requirement to provide evidence in support of a claim is commonly understood and so is not a significant term that I would expect Zurich to specifically highlight. He says he only took the policy schedule with him and not the main policy document. However, I'm satisfied that the policy document was available for him to review from the time the policy was purchased, and it was his responsibility to familiarise himself with the cover it provided to ensure that it met his needs. Furthermore, had he rung Zurich at the time his wife became ill, he would have been informed of the need for a medical report.

In cases of claims involving ill-health, it is reasonable for Zurich to require evidence of someone being unwell. And I'm satisfied that the policy terms, as set out above, clearly explain that claims for cabin confinement without written confirmation from the ship's medical officer are excluded.

Mr P says that the medical officer wasn't available. As I understand it, the medical officer wasn't present when Mr P first went to the ship's medical centre. He instead saw a nurse who advised him of the quite large charge for a consultation. At the time, he thought that the consultation fee wouldn't be covered, as it was less than the excess on the policy, so he decided to look after his wife himself, which resulted in them being confined to their cabin for two days. But that is not to say that he couldn't have arranged for the medical officer to see Mrs P.

I have a great deal of sympathy for Mr and Mrs P's situation. Mrs P continued to be unwell after the cruise, for the three days they were then in a hotel. So, five days of their ten day holiday was effectively ruined. I'm very sorry for that. But the matter at hand is whether those circumstances are covered under the policy terms – and I'm afraid to say that they are not.

Based on the available evidence, I'm satisfied that it was reasonable for Zurich to decline the claim on the basis of there being no written confirmation from the ship's medical officer. It follows that I do not uphold the complaint.

My final decision

For the reasons set out above, I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P and Mrs P to accept or reject my decision before 3 October 2025.

Carole Clark
Ombudsman