

## **The complaint**

Mr and Mrs W complain about the way Zurich Insurance Company Limited handled a medical expenses claim they made on a travel insurance policy.

## **What happened**

The background to this complaint is well-known to both parties. So I've simply set out a summary of what I think are the key events.

Mr and Mrs W were abroad on holiday in August 2024. Unfortunately, Mrs W had a fall. She suffered facial injuries and a suspected broken ankle. She went to hospital for treatment and Mr W got in touch with Zurich's emergency medical assistance team (the MAT).

The MAT told Mr W that it couldn't authorise cover until it had translated Mrs W's medical report. But the hospital said Mr and Mrs W would need to pay upfront for their treatment, so the MAT directed them to another nearby facility. Mr and Mrs W travelled to the second hospital but on arrival, they were again told they'd need for pay for treatment upfront. And the second hospital wasn't within the MAT's approved network. On that basis, Mr and Mrs W went back to their hotel.

On the following day, the MAT directed Mr and Mrs W to a third hospital which they say was about two hours away. However, when Mrs W arrived, she experienced the same issues. While it seems the MAT was ultimately able to arrange a guarantee of payment (GOP) with the third hospital, it says Mrs W wasn't willing to return to it. She and Mr W flew home without Mrs W undergoing treatment.

Mr and Mrs W were very unhappy with the way Zurich and the MAT had handled the claim and they complained. Zurich accepted that the MAT hadn't done all it could have done to support Mrs W – for example, it said the MAT could have explored other options to allow her to undergo treatment while it assessed her claim. So it offered Mr and Mrs W £250 compensation.

Remaining unhappy with Zurich's position, Mr and Mrs W asked us to look into their complaint.

Our investigator didn't think Zurich had treated Mr and Mrs W fairly. While he acknowledged that it had limited control over how third-party hospitals interacted with its MAT and agents, it didn't think this meant it could absolve itself of responsibility. He felt the MAT ought to have put measures in place so she could undergo treatment at the first hospital – and it hadn't checked whether the second hospital would accept a GOP before Mrs W arrived there. He felt all of this would have caused Mr and Mrs W unnecessary trouble and upset. And he noted that Mrs W had been in need of medical treatment but had had to return home without undergoing the treatment she'd needed. So he felt the MAT's actions had contributed to Mrs W's prolonged suffering. On that basis, he concluded that Zurich should pay Mr and Mrs W total compensation of £500.

Zurich disagreed and so the complaint's been passed to me.

## **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 agree with the conclusions our investigator reached and I find that Zurich must pay Mr and Mrs W total compensation of £500. I'll explain why.

First, I was sorry to hear about Mrs W's accident and the painful injuries she suffered. I do hope she's now made a good recovery. I don't doubt what a stressful situation this must have been for Mr and Mrs W.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. I've taken those rules into account amongst other relevant considerations, such as regulatory principles, the policy terms and the available evidence, to decide whether I think Zurich treated Mr and Mrs W fairly.

I've looked carefully at the policy terms, as these form the basis of the contract between Mr and Mrs W and Zurich. Page 14 of the policy says: *'Zurich Assist will ensure that medical emergency services are made available to You and will be based entirely on medical necessity depending on Your state of health.'*

And page 15 says: *'Zurich Assist has the medical expertise, contacts and facilities to help should You be injured in an accident or fall ill.'*

In my view then, the policy terms make it clear that Zurich will ensure that a policyholder will be able to access medical emergency services in the event they're needed and that it has the relevant contacts and facilities to help in the event of an accident.

However, in this case, it's common ground that after Mrs W suffered an accident abroad, she wasn't able to access the medical treatment the initial medical report clearly indicated she needed. It seems that Mrs W had suffered a facial wound which might require stitching, as well as a suspected fractured ankle.

When Mr W first contacted the MAT from the first hospital, it told him that it couldn't confirm cover until it had translated the medical report. I don't think it was unreasonable for the MAT to want to ensure the claim was covered before it agreed to pay Mrs W's medical expenses. And generally, most, if not all, medical assistance teams will ask for similar information before confirming a claim is payable.

However, I think the MAT could have taken steps to try and make sure Mrs W could receive the medical treatment she needed at the first hospital. For example, it could have offered cover on a disclaimer basis, which would've meant that if the claim was ultimately not covered, Zurich could recover its costs from Mrs W. Alternatively, it could have offered to send the hospital a verification of benefits document, setting out the cover Mrs W held. In my view, these are standard options available to MATs when dealing with medical expenses claims. But the MAT didn't do so.

Instead, it directed Mrs W to a second hospital and told her this was on its approved list. Not only was this not the case though, but the MAT didn't check with the hospital whether or not it could treat Mrs W before sending her there. This meant Mrs W (and Mr W) were put to the time and trouble of travelling to another hospital for treatment, only to find, again, that Mrs W couldn't get the care she needed – as the hospital wasn't part of Zurich's approved network. And so, Mrs W had to spend the night in her hotel with injuries which had already been identified as needing treatment. I find that the MAT ought reasonably to have checked with

the second hospital that the hospital would work with it before sending Mrs W there. It's failure to do so meant Mr and Mrs W suffered unnecessary upset and frustration, at a time when Mrs W was already in pain and vulnerable.

Subsequently, the MAT directed Mr and Mrs W to the third hospital, which was around two hours away. However, again, upon their arrival at the hospital, Mr and Mrs W were told that it didn't work with the MAT. This meant Mr and Mrs W had to make a four-hour return trip, again without Mrs W being able to get the medical help she needed. I appreciate the MAT was trying to work with the hospital to provide a GOP for Mrs W's treatment and it seems to have been led to believe that the hospital could work with it. So I don't think, on the face of things, it was unreasonable for the MAT to have suggested that Mr and Mrs W travel to the hospital. It's unfortunate that the hospital initially indicated it wouldn't work with Zurich – but it isn't clear that this was due to any mistake on the part of the MAT.

Zurich's suggested that Mrs W could have undergone treatment at the third hospital because arrangements went on to be made between the MAT and the hospital. But it indicates that Mr and Mrs W chose not to return to the facility. In the circumstances though, I don't think that was an unreasonable position for Mr and Mrs W to have taken. By that point, they'd been to three hospitals – including around a four-hour return trip to the third of those hospitals – without Mrs W being able to access the treatment she needed. So I can appreciate why they may have decided against taking a potentially further four-hour round trip which they may have believed could end in Mrs W still being unable to get medical help.

On that basis then, I agree with our investigator that Zurich failed to provide Mrs W with the cover it says it will provide in the event of a policyholder needing medical assistance. It seems that Zurich and the MAT wasn't responsible for Mrs W being unable to receive treatment at the second and third hospitals. But I'm persuaded that it could and should have taken more proactive steps to provide Mrs W with options which may well have allowed her to undergo treatment at the first hospital, shortly after she suffered the accident. Mrs W's pain could have been alleviated shortly after she was injured. And as I've explained, I don't think the MAT ought to have sent Mrs W to the second hospital without checking that the hospital was part of its network. I'd add too that I don't think it's reasonable for Zurich to have left Mrs W in a position where it couldn't offer an appropriate facility for treatment, even if it couldn't arrange a GOP with some hospitals.

As Mrs W wasn't able to access treatment abroad, she ultimately returned to the UK to seek medical help. This means that she had to travel with untreated injuries, including a potentially broken ankle and without any in-flight assistance she may have needed. I don't doubt that this caused Mrs W unnecessarily prolonged pain.

Taking all of the above into account, I agree with our investigator that £250 compensation isn't enough to reflect the impact of Zurich's actions on both Mrs and Mr W. While Mrs W suffered painful injuries, I've borne in mind that Mr W handled much of the claim on Mrs W's behalf and travelled to the hospitals with her. I think watching Mrs W being unable to receive treatment in the first and second hospitals would have also caused Mr W unnecessary trouble and upset.

Therefore, I think total compensation of £500 is a fair, reasonable and proportionate award to reflect the additional, avoidable trouble and upset that Zurich's errors which I've outlined above likely caused Mr and Mrs W at an already worrying time for them. And so I'm directing it to pay Mr and Mrs W £500 compensation less any compensation it's already paid them.

### **My final decision**

For the reasons I've given above, my final decision is that I uphold this complaint.

I direct Zurich Insurance Company Limited to pay Mr and Mrs W total compensation of £500 (less any compensation it's already paid them).

Zurich must pay the compensation within 28 days of the date on which we tell it Mr and Mrs W accept my final decision. If it pays later than this, it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W and Mrs W to accept or reject my decision before 7 November 2025.

Lisa Barham  
**Ombudsman**