

The complaint

Miss C and Miss R are unhappy with the assistance they received from Zurich Insurance Company Limited under their travel insurance policy ('the policy'), after Miss C was hospitalised and needed emergency medical treatment for chest pain whilst abroad.

They're also unhappy with how their claim was handled.

All reference to Zurich includes its medical assistance team and other agents.

What happened

Miss C and Miss R were abroad when Miss C became unwell. She went to hospital and underwent some initial tests.

The treating hospital advised that Miss C needed further investigations. Initially Zurich didn't agree to this course of action and the treating hospital said it would look to discharge Miss C. Zurich then reviewed a medical report from the treating hospital and agreed with the proposed course of action.

Zurich said it was unable to confirm cover until it had requested, received and reviewed Miss C's medical history from her GP surgery. In the meantime, it did provide a guarantee of payment to the treating hospital on a 'without prejudice basis' meaning that Miss C and Miss R agreed to cover the costs if it turned out that there wasn't cover under the policy.

Miss C and Miss R say they were put to unnecessary worry and distress because of the assistance provided by Zurich, delays and how some of the calls were handled. They raised a complaint, which Zurich didn't uphold.

Miss C and Miss R brought a complaint to the Financial Ombudsman Service. Our investigator looked into what happened and issued her opinion setting out why she felt Zurich didn't act fairly and reasonably. She recommended it pay Miss C and Miss R £400 compensation for distress and inconvenience.

Miss C and Miss R didn't think this was sufficient to reflect the impact of Zurich's errors. They raised points in reply. Our investigator then obtained recordings of calls between Zurich and Miss R. In light of one of the calls, in particular, she issued a further opinion recommending that compensation be increased by £100 – so a total of £500.

Zurich accepted this recommendation. Miss C and Miss R didn't.

So, this complaint has now been passed to me to consider everything afresh to decide.

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.

Zurich has a regulatory obligation to handle insurance claims promptly and fairly – and to not unreasonably decline a claim.

I appreciate what happened abroad would've been very upsetting and worrying for Miss C and Miss R. I have a lot of empathy for the situation they found themselves in.

I've considered all the points they've made (together with all other evidence). I won't respond to each of these. I hope they understand that no discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. The rules that govern the Financial Ombudsman Service allow me to do this as we are an informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I haven't. I'm satisfied I don't need to comment on every point to fulfil my statutory remit.

Medical assistance whilst abroad

I'm satisfied that there were times when Zurich reasonably ought to have provided better assistance. I'll explain why.

- It's common for travel insurers to want to review the medical history before verifying a claim to check things like whether the medical treatment being claimed for is related to a pre-existing medical condition (and therefore might not be covered under the policy). So, I'm satisfied that Zurich acted fairly by wanting to request and review relevant medical history from Miss C's GP before confirming cover. I'm satisfied that it promptly and proactively requested this and then proactively followed this up when it didn't receive copies of all consultations referred to in her medical history.
- I'm satisfied that Miss C and Miss R were given conflicting information about whether further investigations (including an angiogram) were needed based on the initial investigations. The treating hospital wanted the angiogram to take place the next day but based on the initial investigations, Zurich didn't think this was needed and wanted an updated medical report from the hospital.
- The policy covers "all reasonable and necessary expenses as a result of your medical emergency". I'm not a medical expert but it doesn't seem unreasonable to me for Zurich to want a medical report from the hospital to fully understand why an angiogram was needed and whether this was a "reasonable and necessary expense".
- However, I also appreciate this put Miss C and Miss R in a confusing and worrying situation. They were receiving conflicting information and were clearly worried about Miss C's health. The treating hospital had said that it would discharge Miss C if the further tests didn't take place and she wasn't fit to fly. Zurich isn't responsible for the actions of the treating hospital but I do think it could've handled this situation better to alleviate some of the stresses on Miss C and Miss R. For example, in the circumstances and at that stage, it could've simply said it would need a medical report so that it could agree the best course of action going forward rather than raise concerns whether further investigations were needed at all.
- Instead, I've listened to a call Miss R had with one of Zurich's medical team on 7 March 2025. I agree that call should've been handled better. It lacked empathy, some insensitive remarks were made during that call by the medical professional, and they weren't actively listening. Nor did they address Miss R's real concerns about the situation Miss C was in and the risk of being discharged by the hospital because their medical advice wasn't being followed. I'm satisfied this would've been upsetting and

frustrating. I can understand why Miss R felt let down. I was pleased to see that Zurich ultimately agreed to further investigations upon receipt of the medical report, shortly after the call Miss R had with Zurich's medical professional referred to above.

- In principle, I'm satisfied that it was fair and reasonable for Zurich to then request that Miss C and Miss R sign a guarantee to pay medical expenses ('the guarantee') if it transpired that there wasn't coverage under the policy. That's not unusual when a travel insurer is still awaiting the required medical history from the GP surgery and cover has not yet been confirmed – especially when the treating hospital needs confirmation that medical fees have been approved to continue with investigations / medical treatment.
- However, I do think Zurich could've been more helpful when asking Miss C and Miss R to sign the guarantee in the circumstances of this case. From what I've seen, I'm satisfied that the treating hospital was adding pressure for their costs to be confirmed before they'd proceed. Although, it wouldn't be fair to hold Zurich responsible for the treating hospital's actions, I think it was made reasonably aware that this was a time sensitive situation. Miss C also needed further investigations, including an angiogram. I'm satisfied that Zurich should've sent the guarantee document for completion sooner than it did, given the urgency of the situation and the risk that the angiogram might not take place that day if confirmation of payment was not made to the treating hospital. And that would've likely meant waiting until after the weekend for it to take place. I'm satisfied the risk of this happening would've been worrying for Miss C and Miss R.
- Zurich says the guarantee document is usually signed electronically. There were issues with Miss R completing the guarantee document and the form went back and forth a few times between Zurich and Miss C and Miss R, because it hadn't been completed properly. I do think Zurich should've made it clearer at the outset that a full signature was needed. I think this could've avoided a delay. Eventually, it was arranged for the form to be emailed so it could be printed and signed at the hospital.
- Although these delays were relatively small, in the context of the wider context explained above, I think they were significant. They caused unnecessary upset and worry. This process should've been completed more quickly than it was. There was a limited opportunity for the angiogram to take place before the weekend
- I was pleased to see that Miss C did end up having the angiogram on the same day and this revealed a significant block in one of her arteries, requiring immediate intervention. I can understand why Miss C and Miss R feel that Miss C had a 'near miss' given that Zurich initially didn't think the angiogram was needed. Fortunately, the angiogram did take place and it wouldn't be fair and reasonable for me to award compensation for something that didn't end up happening. However, I do think the thought of what may have been would've impacted Miss C and Miss R, and eroded the confidence they had in Zurich as their insurer and the medical assistance provided. I've taken that into account when considering the compensation amount in this case.
- It doesn't look like everything Zurich requested from the GP surgery had been received by the time Miss C had been discharged from hospital and returned to the UK. However, I'm not satisfied that Zurich is responsible for that. Those delays were outside of its control.
- Miss C and Miss R say that they ended up taking out a loan in case they were

required to pay the treating hospital's fees (if the claim wasn't covered). I can understand why they may have wanted to get their finances in order in case the claim wasn't covered. However, as explained above, I don't think Zurich acted unreasonably by wanting the complete medical history for the GP surgery so that it could assess whether cover was in place. And until that assessment had been completed and the outcome communicated to Miss C and Miss R, Miss C and Miss R wouldn't have known whether they were ultimately responsible for medical costs or not. So, in the circumstances of this case, I don't think it would be fair and reasonable to hold Zurich responsible for Miss R and Miss C's decision to take out a loan at the time they did, or any consequences of them doing so.

- I can also see that Miss C and Miss R did pay a deposit of around £2,000 to the treating hospital. This was before Zurich had notified the treating hospital that costs would be covered (supported by the guarantee). Although there were some small delays, which could've impacted the timing of the angiogram, I'm not persuaded on the balance of probabilities that the delays in sending the guarantee document and the issues with signature resulted in Miss C and Miss R having to pay the £2,000 payment to the hospital. The treating hospital was putting pressure on Miss C and Miss R and it's likely that this would've been requested and paid even if the small delays hadn't incurred. From the information I've received, the treating hospital reimbursed Miss C and Miss R the amount they paid once Zurich was arranging to settle medical fees directly with the treating hospital as part of the claims process.
- I'm satisfied that after Zurich received and reviewed Miss C's complete GP history and confirmed cover, Miss C and Miss R weren't promptly informed of that decision. I'm satisfied Miss C and Miss R were worried about whether they'd be responsible for the medical costs and this worry could've been alleviated sooner.

Claim handling

- I'm satisfied that the policy doesn't cover additional parking and kennel costs as a result of Miss R and Miss C staying longer abroad than they initially intended. I'm therefore satisfied that Zurich correctly informed Miss C and Miss R of this and didn't cover some of their claimed expenses. However, in its final response, Zurich provided Miss C and Miss R with conflicting information; it said the parking and kennel fees could be considered upon production of receipts. However, it transpires that wasn't correct. I'm satisfied this would've been frustrating and confusing.

Distress and inconvenience

I accept that Zurich's errors in this case (set out above), caused Miss C and Miss R unnecessary distress, worry, inconvenience (and at times), confusion and frustration.

Looking at the overall impact to both Miss C and Miss R, I'm satisfied that total compensation in the sum of £500 fairly reflects the impact on them.

My final decision

I uphold this complaint to the extent set out above and direct Zurich Insurance Company Limited to pay Miss C and Miss R £500 compensation for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C and Miss R to accept or reject my decision before 16 January 2026.

David Curtis-Johnson

Ombudsman