

The complaint

Ms H complains Zurich Insurance Company Ltd (Zurich) has declined the claim she made under her travel insurance policy.

What happened

The circumstances of this complaint will be well known to both parties and so I've summarised events.

Ms H held an annual multi-trip travel insurance policy with Zurich. She was due to travel abroad in October 2024 but due to a deterioration in her medical condition she was advised not to travel. She cancelled her trip and submitted a claim to Zurich for a refund of her deposit.

Zurich declined Ms H's claim. It said the medical condition resulting in the cancellation of Ms H's trip was pre-existing and this was excluded under the terms of the policy. Ms H raised a complaint.

Zurich issued Ms H with a final response to her complaint but didn't overturn its claim decision. Ms H referred her complaint to this Service.

Our Investigator looked into things. He said he thought Zurich should pay Ms H's claim with interest. Zurich didn't agree with our Investigator. It said it made Ms H aware on several occasions that her policy excluded cover for pre-existing medical conditions.

I issued a provisional decision about this complaint and I said:

'I want to acknowledge I've summarised Ms H's complaint in less detail than she's presented it. I've not commented on every point she has raised. Instead, I've focused on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Ms H and Zurich I've read and considered everything that's been provided.'

The relevant rules and industry guidelines explain Zurich shouldn't unreasonably reject a claim.

The terms of Ms H's policy state:

'Exclusions relating to your health

*The policy does not cover any claims arising directly or indirectly from or in connection with any **Medical Condition***

*A. For which at the time of taking out this policy or booking a **Trip** (whichever is later), **You** or anyone insured on this policy*

l) have in the last 2 years:

- Taken any prescribed medication; or
- Received treatment or advice from a **Medical Practitioner**; or
- Have experienced symptoms for which **You** or they should reasonably have sought treatment or advice from a **Medical Practitioner**.’

Ms H’s trip had to be cancelled due to symptoms of her rheumatoid arthritis. The medical certificate completed by her GP states that she first consulted her GP about this condition in June 2023 and was diagnosed in September 2023. Ms H took out her policy in October 2023.

So, as Ms H received treatment or advice from a medical practitioner in relation to her rheumatoid arthritis in the two years prior to taking out her policy, there is no cover for any claims arising directly or indirectly from this condition. And as this was the condition that led to Ms H’s claim, I’m satisfied it was reasonable for Zurich to rely on this exclusion decline Ms H’s claim.

I can see from the renewal notice Ms H was sent in October 2023 it was made clear her policy didn’t provide cover for medical conditions she had taken medication for, received treatment for, or experienced symptoms of in the previous two years. It also said if Ms H had a medical condition falling into this criteria she needed to contact the broker to discuss her renewal.

I’ve considered what would have happened had Ms H contacted her broker to make it aware of her rheumatoid arthritis at renewal. Zurich has said Ms H would have been made aware her policy didn’t provide cover for her condition, but she could decide to purchase the policy regardless. Alternatively, it would provide her with details of a directory of other insurers so she could seek an alternative policy providing cover for her pre-existing conditions.

Given the terms of Ms H’s policy are clear there is no cover for pre-existing conditions, I’m satisfied that even had Ms H contacted her broker to make it aware of her pre-existing condition, her policy wouldn’t have provided cover for claims related to this.

I acknowledge our Investigator has said he thought the Consumer Insurance (Disclosure and Representations) Act 2012 (CIDRA) is relevant to Ms H’s claim. However, Zurich hasn’t said Ms H has made a misrepresentation or failed to disclose information. It has instead relied on a policy exclusion to decline Ms H’s claim, which for the reasons I’ve explained, I think it was entitled to do. So, I don’t consider CIDRA to be relevant to Ms H’s complaint.

Taking all of this into consideration I’m satisfied Zurich has fairly considered Ms H’s claim and it was reasonable to decline it. So, I don’t intend to require Zurich take any further action in relation to Ms H’s complaint.’

Zurich didn’t provide any further comments or evidence for me to think about. Ms H said she was upset about the provisional decision. She said she felt she did everything she should have done and would have cancelled her policy had she known she wasn’t protected. She also said she didn’t think the situation had been fully explained to her.

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've reached the same outcome to the one I reached previously for the same reasons as set out before.

I acknowledge Ms H feels the situation wasn't fully explained to her, but I think the renewal notice and policy terms were clear her policy didn't provide cover for pre-existing medical conditions. The renewal notice also advised her to call her broker if she had a pre-existing condition. So, I don't think Zurich has acted unreasonably by relying on the exclusion it has done to decline her claim.

I naturally empathise with Ms H given she was unable to go on her trip. However, for the reasons I've set out I don't uphold her complaint.

My final decision

For the reasons I've outlined above I don't uphold Ms H's complaint about Zurich Insurance Company Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H to accept or reject my decision before 19 March 2026.

Andrew Clarke
Ombudsman