

The complaint

Mrs H has complained that Zurich Insurance Company Ltd has capped the benefit it paid to her under her single trip travel insurance policy.

What happened

The background to this complaint is well known to the parties so I won't repeat it in detail again here. In summary Mrs H suffered a significant injury whilst abroad in a country in Asia. Zurich admitted the claim but didn't consider that Mrs H's injury met the criteria for a 'time critical medical emergency'. It said that the scheduled surgery 12 days after the incident and her outpatient status indicated that repatriation could be safely arranged. Zurich's medical team advised that with appropriate support measures repatriation was both practical and medically reasonable. It offered to pay the claim until the date it determined that repatriation could be arranged.

Zurich also offered compensation of £250 for delays in communication and the limited interim support offered. Unhappy Mrs H referred her complaint here.

The investigator recommended that it be upheld in part. He found that Zurich was entitled to cap benefit following the period it deemed Mrs H fit to fly home. However the investigator recommended that further compensation be paid – taking the compensatory amount to £350. And also that Zurich pay inpatient benefit for the period that Mrs H was an inpatient.

Mrs H appealed.

All references to Zurich in this decision include its authorised agents.

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.

I'd like to reassure Mrs H that whilst I've summarised the background to this complaint and some sensitive medical information, I've carefully considered all the submissions she has made. This includes the representations made in response to the investigator's view. In this decision though I've focused on what I find are the key issues here. Our rules allow me to take this approach. It simply reflects the informal nature of our service as a free alternative to the courts.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. So I've considered, amongst other things, the contract terms, regulatory rules and the available evidence to decide whether I think Zurich treated Mrs H fairly. Having done so, and although I recognise that Mrs H will be very disappointed by my decision, I agree with the conclusion reached by the investigator. I will explain why.

Firstly it is important to note the policy makes clear that in relation to medical assistance claims policyholders must accept Zurich's decisions "*about the most suitable, practical and reasonable solution to any medical emergency.*" The policy terms also explain if the policyholder doesn't accept the opinion of Zurich's medical advisors, they would decline to cover any costs incurred after the date it was deemed safe to return.

There is no dispute that the surgery recommended for Mrs H whilst abroad was appropriate and required. The key issue is here is whether it was safe for her to travel home and have the surgery in the UK.

Having considered the documents Mrs H submitted in support of her claim, Zurich advised her on 20 October 2025 that its medical team had recommended an early return within 72 hours for review and management in the UK. It confirmed that Mrs H would require a business class seat to keep her foot elevated and would provide wheelchair and porter assistance. Mrs H indicated that she didn't accept this, she felt it wasn't safe for her to travel.

Mrs H provided a medical certificate dated 21 October 2025 which confirmed that admission had been booked for 24 October 2025, with surgery on 28 October 2025. The report said: *Post-op the patient is thought to require medical rest and follow-up care until 11 November 2025 at which point she should be fit to fly.*

Mrs H provided a further medical report on 23 October 2025. The report said: *Due to instability, swelling, and pain in the foot area, long haul flight prior to the procedure is contraindicated because there is a high risk of complications such as compartment syndrome and deep vein thrombosis.*

However Zurich explained that that the risk of compartment syndrome would have decreased four days post injury. To reduce the risk of DVT it recommended that Mrs H fly business class so that she could elevate her leg and have DVT prophylaxis in the form of oral anticoagulants. This was in line with International Air Travel Association (IATA) guidelines.

I do appreciate why Mrs H wanted to remain abroad and have the surgery there. She was in a difficult position. Her treating specialist had said flying was contraindicated and Mrs H believes that travelling on the twelfth day after her accident would have prolonged and worsened her condition. But the medical evidence doesn't wholly support this contention and ultimately this was a decision for Zurich to make.

I'm satisfied that Zurich made its decision having considered the medical evidence that Mrs H had provided and consulted its own medical advisers. In all the circumstances I'm not persuaded that its decision not to treat the claim as a medical emergency and to cap Mrs H's benefit on 27 October 2025 was unfair, unreasonable or contrary to the policy terms. For completeness I would add that I don't agree Zurich's decision was made in bad faith.

I accept that Zurich offered the flight options when Mrs H was already in hospital awaiting surgery. Mrs H says that Zurich had weeks to make its decision - but at this stage it was only confirming its earlier stance. Nevertheless, I can understand how stressful this would have been for Mrs H at that time and I agree that the compensation offered already by Zurich for the delays and communication issues Mrs H experienced should be increased by £100. Mrs H was in frequent contact with Zurich and she could rightly expect that Zurich would assess her claim promptly. It may be that she could have been told Zurich wasn't changing its stance earlier, although given her testimony I don't find it likely that Mrs H would have acted differently. Overall I find compensation payable of £350 is fair.

The policy also provides for inpatient benefit: *We will pay the limit shown for each 24 hours (up to a maximum of 20 days) if you have to stay in hospital as an in-patient or are confined to your accommodation due to your compulsory quarantine or on the orders of your treating medical practitioner whilst on your trip.*

It is not in dispute that Mrs H was an inpatient from 24 October 2025 and therefore she is entitled to this benefit. I note that Zurich has now agreed to pay this benefit, along with the other costs due until 27 October 2025. In order for Zurich to make payment to Mrs H (should she accept this decision) it will need to see supporting documents including itemised documentation.

My final decision

My final decision is that I uphold this complaint in part. I require Zurich Insurance Company Ltd to:

- Settle Mrs H's claim until 27 October 2025 – including inpatient benefit for Mrs H's stay in hospital from 24 October 2025 to 27 October 2025. Adding simple interest* at the yearly rate of 8% to the inpatient benefit calculated from 27 October 2025 until the date of settlement payment.
- Pay Mrs H total compensation of £350

*If Zurich considers that it's required by HMRC to deduct income tax from that interest, it should tell Mrs H how much it's taken off. It should also give Mrs H a tax deduction certificate if she asks for one, so she can reclaim the tax from HMRC if appropriate

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 18 May 2026.

Lindsey Woloski
Ombudsman