

The complaint

Miss G complains that Zurich Insurance Company Ltd declined her claim against her travel insurance policy.

What happened

Miss G took out an annual travel insurance policy with a start date in August 2023. On 28 June 2024, Miss G's was returning from a trip when her flight was cancelled due to the closure of the airport's runway. The airline wasn't able to arrange alternative flights until 1 July 2024.

Miss G made a claim against her policy. Zurich declined the claim. It said what happened here isn't covered by the policy. Miss G didn't think that was fair. She said the event which led to her claim isn't explicitly excluded in the policy. Miss G wants Zurich to deal with her claim.

One of our Investigators looked at what had happened. She didn't think Zurich had acted unfairly. The Investigator said the circumstances which led to the claim aren't covered by the policy's terms and conditions.

Miss G didn't agree with the Investigator. She remains of the view that what happened here isn't explicitly excluded in the policy, so Zurich should deal with her claim. The Investigator considered what Miss G said but didn't change her view. Miss G asked that an Ombudsman consider her complaint, so it was passed to me 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.

I've taken into account the law, regulation and good practice. Above all, I've considered what's fair and reasonable.

It's common ground here that the event which led to Miss G's claim – the cancellation of a flight due to the closure of a runway – isn't covered in the policy's terms and conditions. The insured events in the policy's travel delay and abandonment section are strike or industrial action, adverse weather conditions and mechanical breakdown of the aircraft. That's typical in this sort of policy. So, what happened here wasn't covered by the policy terms. I've gone on to consider whether Zurich acted unfairly or unreasonably in declining Miss G's claim.

Miss G says Zurich should deal with her claim because travel delay caused by closure of a runway isn't explicitly excluded in the policy. I'm afraid I don't agree with Miss G and I'll explain why.

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 onus is on the consumer to show the claim falls under one of the agreed areas of cover within the policy. Zurich isn't obliged to list every event that isn't covered by the policy.

Zurich is obliged to provide information that's clear and not misleading. I've looked at the information provided to Miss G. It's clear from the policy terms that the policy covers travel delay in certain, specified circumstances. And the introduction in the policy document includes the following:

'...Anything that is not stated as being covered or is specifically stated as being excluded, is not covered.'

I think Zurich made sufficient information available to Miss G so that she could make an informed choice about whether the policy was right for her.

I appreciate Miss G suffered inconvenience through no fault of her own. I'm sorry to disappoint Miss G but in the particular circumstances of this case there are no grounds on which I can fairly direct Zurich to deal with a claim that's not covered by the policy. It follows that I don't think Zurich treated Miss G unfairly or unreasonably in declining the claim.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss G to accept or reject my decision before 12 February 2025.

Louise Povey
Ombudsman