

The complaint

Mr and Mrs C, and Mr and Mrs D, complain that Zurich Insurance Company Ltd declined a claim under their travel insurance policy.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my decision.

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.

Industry rules set out by the regulator (the Financial Conduct Authority) say insurers must handle claims fairly and shouldn't unreasonably reject a claim. I've taken these rules, and other industry guidance, into account when deciding what I think is fair and reasonable in the circumstances of this complaint.

Having done so, I broadly agree with the overall conclusions reached by the investigator for the following reasons:

- Mr and Mrs C, and Mr and Mrs D, bought a policy that covered them for a single trip between 31 December 2024 and 2 January 2025. However, they only made a claim for a train journey (and experience) in the UK that started on 31 December 2024 and ended at 00.30 on 1 January 2025, due to an illness. This was the trip they'd bought the policy for. Zurich declined the claim as the trip didn't include any pre-booked accommodation.
- Zurich's responsibility, as the insurer, is to make sure the policy terms are clear, and to consider any claim in line with those terms and conditions fairly and reasonably. The policy terms and conditions highlight under "General policy information" and "Period of insurance" the following:

"This policy is only valid for trips within your home country where there is pre-booked accommodation."

- It was for Mr and Mrs C, and Mr and Mrs D, to make sure that the policy was suitable for their needs. I think the above term makes it clear that the policy only covers trips in the UK when the policyholder has pre-booked accommodation.
- The claim was for a trip in the UK and Mr and Mrs C, and Mr and Mrs D, didn't have any pre-booked accommodation. The train booking specifically says under "accommodation" that they'd booked a table, rather than a sleeper cabin. So, I don't think Zurich acted unfairly or unreasonably when it declined the claim, and it did so in line with the terms and conditions of the policy.

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 Mr C, Mrs C, Mr D and Mrs D to accept or reject my decision before 15 October 2025.

Renja Anderson
Ombudsman