

## **The complaint**

Miss S complains that Zurich Insurance Company Ltd declined her travel insurance claim. My references to Zurich include its claims handling agent.

Miss S is represented by her mother in this complaint but for ease of reference I'll just refer to Miss S unless the facts require otherwise.

Miss S' mother was initially set up as a joint complainant but as Miss S is the only insured person on this policy and she isn't a minor her mother doesn't need to be a complainant. The complainant is now just Miss S, with her mother representing. The change in complainant hasn't altered the outcome of my decision.

## **What happened**

Miss S took out an annual travel insurance policy on 20 February 2025. The policy is insured by Zurich. She'd booked a return ferry from the UK mainland to the island where she lives for 8am which was cancelled due to bad weather. So she booked a flight back home leaving at 19:15pm the same day. She claimed for the costs of the flight on the policy.

Zurich declined the claim. It said there was no cover for travel delay as Miss S hadn't been delayed for the minimum of 12 hours for the travel delay benefit to apply. It also said the cancellation section of the policy didn't apply to the claim.

Miss S complained to us. In summary she said:

- Her only way to return home was by plane.
- The policy covered cancellation generally and if transport was cancelled due to bad weather Zurich should pay the claim.
- 'Consumer Duty' meant the policy cover should be understandable and clear at the point of policy purchase and this policy isn't clear. She has proof the ferry was cancelled but Zurich didn't pay the alternative flight cost.
- The policy was mis-sold.

Our Investigator said Zurich had reasonably declined the claim under the delayed departure policy section wording it referred to and under the policy wording Miss S sent us, which he considered. He also said the cancellation policy section didn't apply to the claim.

Miss S disagrees and wants an Ombudsman's decision. She detailed why she thought it wasn't clear that the cancellation section wouldn't apply to her claim when the policy was sold.

## **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.

This decision is about whether or not Zurich fairly and reasonably declined Miss S' claim. She's said she also thinks the policy was mis-sold. I can't see that she's raised the point with Zurich. If mis-sale continues to be a concern for her she will need to first complain to the business that sold her the policy. If the parties can't agree then Miss S can make a separate complaint to us about that matter. This decision isn't about whether or not the policy was mis-sold to Miss S. But as she's sent us some screenshots from the on line policy sales process I'll make limited findings when relevant to whether or not Zurich reasonably relied on the policy terms to decline the claim.

The relevant regulator's rules say that insurers must handle claims promptly and fairly and they mustn't turn down claims unreasonably.

Miss S and Zurich have sent us different versions of the travel insurance policy document and it's not clear to me which version applied at the time Miss S bought the policy. So I've considered whether or not the claim would be covered under both versions of the policy.

Miss S' claim isn't covered by the cancellation section in either version of the policy. Cancellation cover only applies if a trip is cancelled before it starts for specific insured reasons, which both versions of the policy set out. In the version of the policy Miss S sent us the nine insured reasons for cancellation are set out on page 27 and include cancellation of the trip due to injury, illness, death, call for jury service and so on as detailed under the cancellation section. The version of the policy Zurich sent us has the same or similar insured reasons for cancellation. Cancellation of transport due to bad weather isn't an insured reason for cancellation cover in either version of the policy.

It would be very unusual for cancellation of transport due to bad weather to be an insured reason under the cancellation section of a travel insurance policy. That circumstance is potentially covered by the travel delay or delayed departure sections of travel insurance policies, as here. I'll consider whether there is cover for Miss S' claim under those sections below.

But first I'll address Miss S' points about why she thought her ferry cancellation was covered by the cancellation policy section. The screenshots she's sent us are at the very start of applying for the policy on line. They show headings for the main areas of cover and have a one sentence summary of what each cover is about. I don't think it's reasonable for a consumer to understand that the cover given by an insurance policy is shown in one sentence. The other screenshots she's sent us show headings for the main areas of cover and the applicable policy limits. I don't think it's reasonable for a consumer to understand from that information that there's cover for any scenario under each heading of cover. Also there's a link on the screenshot page to the policy document for 'full details'.

Miss S has also referred to the Insurance Product Information Document (IPID). The IPID is a brief summary of the main heads of cover and the main, significant and unusual exclusions in the policy. The IPID doesn't provide the full policy terms for cover and will refer a consumer to the policy document to see the full details of cover.

Miss S' representative has referred to Miss S' young age when setting out her understanding that the policy would cover a cancelled ferry journey. But no travel insurance policy covers every scenario a consumer may face. The policy cover is subject to terms and conditions. I'm satisfied that Zurich has acted in line with the Financial Conduct Authority's Consumer Duty regulatory requirement in clearly setting out the details within the policy document for cancellation cover. Zurich correctly and reasonably said Miss S' claim wasn't covered under the cancellation policy section.

The relevant policy section for Miss S' claim to be assessed under is for travel delay/delayed departure.

Zurich quoted the following policy word when assessing the claim:

*'Delayed departure*

*What you are covered for*

*If any part of your booked outward or final return journey which is due to commence within 36 hours after the departure date and time of the start of your outward or return journey (by aircraft, ship, cruise ship, coach or train) is delayed because of a strike or industrial action, poor weather conditions or a mechanical breakdown we will pay for delayed departure up to the amounts shown on the table of benefits. You must be delayed by at least 12 hours on each occasion'.*

The relevant section in the version of the policy Miss S sent us says for travel delay:

*'You are covered*

*Up to the amount shown in the summary of cover on pages 11-14 (regardless of the number of incident of delay), as long as you eventually go on the trip .... If your outward or return flights, sea crossing, coach or train departure to or from your home country, which is due to commence within 36 hours after the departure date and time of the start of your outward or return journey, are delayed for more than 24 hours beyond the intended departure time (as specified on your travel ticket) as a result of:*

- a) Strike or industrial action (provided that when this policy was taken out, there was no reasonable expectation that the trip would be affected by such cause);*
- b) Adverse weather conditions if these are the underlying and continuing cause;*
- c) Mechanical breakdown of the aircraft, coach, train or sea vessel'.*

Miss S' 8am ferry journey was cancelled due to adverse weather, which is one of the insured reasons to potentially qualify for travel delay benefit under both versions of the policy wording. But she took a flight back home (which she paid for) at 19:15pm on the same day. So she was delayed for 11 hours and 45 minutes. Zurich correctly said she hadn't been delayed for the required 12 hours to qualify for travel delay benefit under the policy terms it referred to. Miss S wasn't delayed for more than the 24 hours to qualify for travel delay benefit under the version of the policy terms she sent us. Zurich correctly declined the claim in line with either version of the policy wording.

I also have to decide what's a fair and reasonable outcome in all the circumstances of the complaint. I've seen no evidence that Zurich's decision wasn't fair and reasonable. But it's fair for me to tell Miss S that, when deciding if an insurer's decision in this type of claim is fair and reasonable, we would generally take into account how long a consumer would have had to wait for the next ferry if they hadn't bought the flight to get home, and why they chose to buy a flight rather than wait for the next available ferry. Miss S may want to provide that evidence and details about her outward journey directly to Zurich so it can reassess the claim. As part of any reassessment Zurich will need to be clear to Miss S what version of the policy document applies to her claim. If there was no agreement following a reassessment then Miss S could make a separate complaint to us about Zurich's reassessment decision.

On the evidence I have I think Zurich fairly and reasonably declined the claim.

**My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 8 October 2025.

Nicola Sisk  
**Ombudsman**