

## **The complaint**

Mr M is unhappy that Zurich Insurance Company declined a claim made under his travel insurance policy ('the policy').

## **What happened**

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

When considering what's fair and reasonable in all the circumstances of the case, I've taken into account relevant law and regulations, regulator's rules, guidance and standards, codes of practice and good industry practice at the relevant time. That includes Zurich's regulatory obligation to handle insurance claims fairly and promptly. And not to unreasonably decline a claim.

Travel insurance policies don't cover all situations, and claims are subject to the terms and conditions of the travel insurance.

I empathise with the situation Mr M was in and I can understand why he made alternative arrangements, after his booked flight to the UK was delayed, through no fault of his own. I can see that he feels very strongly that Zurich has acted unfairly by not covering the costs associated with the flight being delayed and having to make alternative travel arrangements.

I know Mr M will be very disappointed but for the reasons set out below, I don't uphold his complaint.

Subject to the remaining terms of the policy, 'delayed departure' is covered. The policy terms say:

You are covered in case your outward journey travel or your homeward journey to the UK is delayed for more than 4 hours from the scheduled departure time of your public transport as a consequence of unforeseen:

- a) strike or industrial action; or
- b) adverse weather conditions; or
- c) mechanical breakdown of or a technical fault occurring in the scheduled public transport on which you are booked to travel.

To qualify for the cover, you must have or must have attempted to check-in and received confirmation about length, reason and compensation of the delay from the public transport carrier.

We will pay you £50 for each full 4 hours that your departure is delayed with a maximum per trip of £250.

The airline has confirmed that the flight was delayed by over 26 hours. Although, Zurich has concluded that the information provided by the airline / travel agent indicates the delay was due to operational reasons, it's declined the claim on the basis that the delay wasn't due to one of the listed insured perils. I'm satisfied that this is a fair and reasonable conclusion for it to reach and that it's fairly relied on the policy terms to decline the claim.

I'm satisfied that there isn't any persuasive evidence from the airline (or otherwise) that the delay was caused by a reason specifically covered under the delayed departure section of the policy terms.

Mr M has referred to the "controllable delay", but I'm not persuaded it would be reasonable to interpret this to mean that there was a mechanical breakdown or a technical fault affecting the aircraft he was due to travel in.

I've also considered what Mr M says about Zurich referring to a three-hour delay instead of a delay of over 26 hours and initially declining the claim for this reason. However, the final response refers to a delay of over 26 hours. And ultimately, I'm satisfied that Zurich has fairly declined the claim for the reasons set out above.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 11 March 2026.

David Curtis-Johnson  
**Ombudsman**