

## The complaint

Miss S complains that Zurich Insurance Company Ltd declined her travel insurance claim and about its service.

## What happened

Miss S had travel insurance insured by Zurich. Her inbound flight to the UK from Europe was delayed by 1 hour 26 minutes due to air traffic control restrictions which meant she missed her connecting flight to her local UK airport.

Miss S had booked the flights with the same airline at the same time but the airline didn't help her. She had to pay for the next available flight to her local airport which was the next day so she had to stay at a hotel. She claimed on the policy for the costs of the delayed flight, the missed flight, the new flight, hotel and evening meal at the hotel, a total of about £400.

Zurich declined the claim. Its final response letter said there was no policy cover for missed departure due to air traffic control restrictions.

Miss S complained to us. In summary she said:

- Zurich's decision didn't acknowledge that the delay was through no fault of her own.
- Although air traffic control restrictions isn't a reason for cover in the 'Missed departure' section the policy wording doesn't say it won't cover any delay related to those restrictions. The section does list some things it won't cover.
- Zurich gave 'lazy' responses with no empathy or understanding to her situation. It didn't respond to, or take into account, her telling it she had a medical condition (which she named) and had to go a night without her medication, which left her feeling unwell and shaky.
- She wants Zurich to pay her claim. She explained why she's found it difficult being without the money she claimed for and she hasn't been able to afford to pay the money off her credit card. Also she spent a lot of time and effort over the past months in dealing with the airline and Zurich to give lots of detail about her claim.

Our Investigator considered that Zurich had fairly declined the claim, but it could have handled the matter with more empathy even if it didn't change the outcome of the claim.

Miss S disagrees that Zurich fairly declined the claim and wants an Ombudsman's decision. She added that the insured events under the 'Missed departure' policy section are 'vague'. Air traffic control restrictions could be for something that's listed as being an insured event under 'Missed departure'. Miss S sent us an email she received from the airline which set out some of the issues that could cause air traffic control restrictions. She then sent us another email from the airline dated 10 October 2025 which detailed the specific reason for the air traffic control restrictions which delayed her flight.

Before I made a decision I asked our Investigator to send the airline's 10 October 2025 email to Zurich for its comments. Zurich said it doesn't consent to that new evidence being considered as part of this complaint as the email wasn't available for it to consider when it issued its final response letter to Miss S' complaint.

### **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 appreciate Miss S will find this very disappointing but Zurich is right that the airline's email of 10 October 2025 is new evidence that wasn't available when it issued its final response to her about her complaint. As Zurich doesn't consent to the airline's email being considered as part of this complaint, in making this decision I can only consider the information Zurich had at the time of its final response letter to Miss S.

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

I'm sorry to read how distressed Miss S has been by the whole situation. But I have to decide whether Zurich fairly handled and reasonably declined the claim and based on the evidence I can consider I think it did. I'll explain why.

The 'Missed departure' section of the policy says:

*'You are covered*

*Up to the amount shown in the summary of cover on pages 11-13 for additional accommodation (room only, not including food, drink and telephone expenses) and travel expenses necessarily incurred if you cannot reach the departure point of any part of your 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, as a result of:*

- 1) The failure of scheduled public transport due to poor weather conditions, a strike or industrial action;*
- 2) An accident to or breakdown of, the vehicle in which you are travelling (this would not include your vehicle running out of petrol, oil or water, having a flat tyre, puncture or flat battery);*
- 3) An accident or breakdown occurring to another vehicle ahead of you on a road which causes an unexpected delay to the vehicle in which you are travelling'.*

The policy section sets out what costs it will cover if missed departure was due to one of the insured events listed at 1 to 3 above. That means not all of the costs Miss S claimed for would be covered even if the missed departure was due to an insured event. Also the excess would be deducted.

The evidence available to Miss S and Zurich when it gave its final response to her complaint was that the delay to her flight which caused her to miss her connecting flight was due to air traffic control restrictions, with no further detail as to the cause of those restrictions. Air traffic control restrictions isn't one of the insured events under the missed departure policy section.

On the evidence Zurich had when it gave its final response letter it correctly said the claim wasn't covered by the policy terms and it correctly declined the claim in line with the policy terms.

I've also considered what's fair and reasonable in all the circumstances of the complaint. The cause of the claim was out of Miss S' control and caused her disruption and extra costs. But that doesn't mean Zurich has to cover or pay the claim. The risks Zurich wants to insure for missed departure are set out in the policy terms and don't include missed departure due to air traffic control restrictions.

Miss S says the policy wording doesn't say it won't cover any delay related to air traffic control restrictions, even though it does list some things it won't cover. But it's not practical nor reasonable for an insurer to list all the circumstances which a policy won't cover. The starting point for insurers and policyholders to see if a claim is covered by the policy is to see if the circumstances are one of the insured events in the policy. If they are an insured event the next step is to consider if one of the exclusions in the policy applies.

Miss S also says air traffic control restrictions could be for something that's listed as being an insured event under 'Missed departure'. I agree the restrictions could be due to an insured event but they could also be put in place for many reasons and it was just as likely they weren't due to an insured reason.

Without any information about what caused the air traffic control restrictions (and there was no information when Zurich gave its final response letter) Zurich was reasonable to say that a delay due to air traffic control restrictions meant the missed departure wasn't due to an insured event.

Overall I think on the evidence Zurich had at the relevant time it reasonably declined the claim.

As to Zurich's service, I don't agree that it gave 'lazy' responses, as Miss S suggests. It didn't respond to Miss S in the detail she wanted and could have been empathetic to her difficult situation even if it didn't alter its claim decision. But I don't think its service was so unfair that it would be appropriate for me to award compensation.

#### *Information only*

I haven't upheld the complaint based on the evidence I can take into account so I think it's highly unlikely Miss S won't accept my decision. Zurich needs to send a final response letter to Miss S taking into account the new evidence of the airline's 10 October 2025 email and any other evidence Miss S may wish to send it. If Miss S doesn't agree with Zurich's decision after its considered the new evidence she can complain to us by contacting our Investigator. I make no finding in this decision as to whether or not the new evidence would have changed my decision.

#### **My final decision**

I don't uphold this complaint on the evidence I've considered.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 9 March 2026.

Nicola Sisk  
**Ombudsman**

