

The complaint

Mr M complains that Zurich Insurance Company Ltd declined his travel insurance claim.

What happened

Mr M had travel insurance insured by Zurich. He missed his flight home from a trip abroad. He says he arrived at the airport in good time and waited for his flight to be announced when the departure board showed the flight was put back due to industrial action. He kept going to the information desk to ask about his flight but he was told to wait for an announcement. He then saw the departure board showed 'last call' for his flight, but no gate number. His flight departed before he found the departure gate. Mr M says the airline's terms and conditions document stated that alternative transport could be arranged through a 'rescue office' but when he attended that wasn't available.

Mr M had to pay for a new flight, which was the next day, overnight accommodation and train costs to get him home as the new flight went to London rather than his local airport where he'd flown from. He claimed on the policy for his additional costs.

Zurich declined the claim. Its final response letter said there was no policy cover for missed departure in the circumstances of the claim.

Mr M complained to us. In summary he said:

- Zurich had a general responsibility to him, as an insured person, to cover him for events within the airport which he couldn't have anticipated or for which he had no responsibility.
- Zurich should cover his justified claim for loss arising from the airline's poor communication at the airport which caused his missed departure and the breach of contract between him and the airline.

Our Investigator said Zurich had fairly declined the claim. Mr M disagrees and wants his complaint referred to an Ombudsman 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.

My decision is only about whether or not Zurich reasonably declined Mr M's claim for missed departure under his travel insurance policy. Mr M says the airline is at fault for its poor communication at the airport and it being in breach of contract. He will need to complain to the airline direct about both of those matters. The airline's actions aren't regulated activities that fall under this Service's remit.

The relevant regulator for Mr M's complaint about Zurich is the Financial Conduct Authority and its rules say that insurers must handle claims promptly and fairly and they mustn't turn down claims unreasonably.

I think Zurich reasonably declined the claim, 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 covers missed departure if caused by the insured reasons set out in the policy terms at 1 to 3 above. Mr M says the reason he missed his flight was due to the airline's poor communication at the airport, which meant he didn't know the gate his flight was departing from in enough time to get there before the flight departed – which isn't an insured reason under the policy terms.

Zurich 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.

Mr M says Zurich has a general responsibility to him, as an insured person, to cover him for events within the airport which he couldn't have anticipated or for which he had no responsibility. That's not correct. Even if the cause of the claim was out of his control and unanticipated that doesn't mean Zurich has to cover or pay the claim. Travel insurance doesn't cover every scenario a consumer will face. The risks Zurich wants to insure for missed departure are set out in the policy terms and don't include missed departure due to the airline not giving any or enough notice of the departure gate for the flight.

The policy terms set out what Zurich will cover and if there is cover what exclusions will apply. It's not practical nor reasonable for an insurer to list all the circumstances which a policy won't cover. Also, at the start of the policy it says under the heading of 'Introduction':

'This policy details the events that are covered and the exclusions that apply. General conditions and general exclusions apply to all sections of the policy. Anything that is not stated as being covered or is specifically stated as being excluded, is not covered.'

So the policy is clear that Zurich doesn't have a general responsibility to cover Mr M for every event which he couldn't have anticipated or for which he had no responsibility.

Zurich isn't responsible for the airline's communication nor for whether or not the airline acted in line with its contract with Mr M. As I've said, he may want to contact the airline about those matters.

Despite my natural sympathy for Mr M's situation, I'm satisfied that Zurich fairly and reasonably declined his claim for missed departure.

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.

Nicola Sisk
Ombudsman