

## **The complaint**

Mr H complains about how Zurich Insurance Company Ltd handled his claim against his travel insurance policy and its decision to decline part of his claim. Reference to Zurich includes its agents.

## **What happened**

Mr H has an annual travel insurance policy underwritten by Zurich. Both parties are familiar with the circumstances leading to the claim, so I won't repeat them here in full. In summary, Mr H's first outbound flight was delayed, causing him to miss his connecting flight. The airline arranged an alternative flight to Mr H's destination the following day. On arrival, Mr H discovered that his baggage was delayed. He waited at the airport for it to arrive later the same day. Mr H also lost items of clothing. On Mr H's return journey, his first return flight was delayed, which caused him to miss his connecting flight. The airline arranged replacement return flights via an alternative route the following day.

Mr H made a claim against his policy for the costs of food, unused and additional accommodation, additional travel, lost reserved seats, additional clothing and toiletries and additional parking. Zurich declined Mr H's claim. It said what happened here wasn't covered by the policy. Zurich acknowledged that its service was poor in that it hadn't communicated adequately with Mr H and its initial reason for declining his claim was incorrect. It offered Mr H compensation of £50 in relation to service issues. Zurich said if Mr H wanted to make a claim for baggage delay, he would need to provide the information it had asked for.

Mr H didn't think that was fair and pursued his complaint. He wants Zurich to settle his claim. Mr H says Zurich should assess his claim on the basis that it is genuine and help him to get information from the airline where that's required. He also complains about how Zurich handles claims and complaints.

One of our Investigators looked at what had happened. He didn't think Zurich had acted unfairly or unreasonably in declining Mr H's claim in relation to delay. The Investigator said the circumstances which led to the claim aren't covered by the policy. He said it was reasonable for Zurich to ask for further information from Mr H in relation to his claim for delayed baggage. The Investigator said the compensation of £50 Zurich had already offered in relation to service issues was more than he would have recommended in this case, as he thought an apology was sufficient.

Mr H didn't agree with the Investigator. He said he isn't concerned whether Zurich had an alternative and valid basis to decline his claim: his concern is that Zurich declined his claim erroneously and repeatedly. He thinks this shows a systemic failure. Mr H says the Investigator overlooked or minimised his concerns. He said Zurich didn't assess his claim correctly until he complained. Mr H doesn't think compensation of £50 is adequate in the circumstances here. There were further exchanges between Mr H and the Investigator, which I don't set out here. The Investigator considered what Mr H said but didn't change his view. Mr H asked that an Ombudsman consider his complaint, so it was passed to me 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.

It's clear Mr H has very strong feelings about this matter. Through no fault of his own, Mr H suffered inconvenience and expense. He has provided detailed submissions to support the complaint, which I have read and considered. I trust that he will not take as a discourtesy the fact that I focus on what I consider to be the central issue, that is whether Zurich acted fairly and reasonably in its handling of his claim.

In this decision, I'm dealing with the issues Mr H raised with Zurich and which led to its final response of 18 September 2025. I don't deal with issues Mr H has raised since then, as Zurich hasn't had an opportunity to respond to them.

I think it would be helpful to explain the role of the Financial Ombudsman Service is to resolve individual complaints based on what is fair and reasonable in the circumstances of each case. The Service is impartial and we don't act on behalf of either the consumer or the business. It is not for this Service to interfere with a firm's processes, systems or controls, nor can we fine or punish a business. Those are considerations for the Financial Conduct Authority ('FCA'), as the regulator.

I've taken into account the law, regulations and good practice. Above all, I've considered what's fair and reasonable. The relevant rules and industry guidance say Zurich has a responsibility to handle claims promptly and fairly and must act to deliver good outcomes for retail consumers. I don't uphold this complaint and I'll explain why.

### *Zurich's handling of Mr H's claim*

Mr H says the crux of his complaint is Zurich's handling of his claim. It's common ground that Zurich gave an incorrect reason for declining Mr H's claim arising from missed flights and delays and hasn't yet assessed his claim relating to his baggage. In its final response of 18 September 2025, Zurich gave Mr H the correct reason for declining part of his claim and invited Mr H to provide the information and documentation it has previously asked for if he wanted to proceed with his claim for baggage delay. Zurich acknowledged these errors and offered Mr H compensation of £50 by way of an apology.

It was no doubt frustrating for Mr H that Zurich didn't identify in its initial responses the correct reasons why what happened wasn't covered by the policy. In looking at the steps Zurich should take to put matters right, I'm considering Mr H's distress and inconvenience caused by those errors. I think the steps Zurich has already taken in relation to this part of Mr H's complaint are fair and reasonable. I think the level of compensation is appropriate, having regard to the nature, extent and duration of Mr H's inconvenience caused by Zurich's errors in this case. If Mr H wishes to take up Zurich's offer of compensation, he should contact Zurich direct about that.

### *Zurich's decision to decline part of Mr H's claim.*

Insurance policies aren't designed to cover every eventuality or situation. An insurer will decide what risks it's willing to cover and set these out in the terms and conditions of the policy document. In general terms, and as long as consumers are treated fairly, insurers can decide what risks they wish to cover.

The onus is on the consumer to show the claim falls under one of the agreed areas of cover within the policy. And one of the conditions of the policy is that in the event of a

claim, the insured must give Zurich all the information and documents it may require at the insured's expense. That's a usual term in policies of this type.

The '**Missed Departure**' provisions in the policy cover reimbursement of additional accommodation (not food and drink) and travel expenses if the insured can't reach the departure point of any part of their outward or final return journey as a result of the failure of scheduled public transport due to poor weather conditions, a strike or industrial action; an accident or breakdown of the vehicle in which the insured is travelling or of another vehicle ahead on a road which causes an unexpected delay.

The '**Travel Delay and Abandonment**' provisions in the policy provide a benefit for the first full 12 hours of delay after delay of more than 24 hours on the insured's final international departure to or from the UK as a result of strike or industrial action, adverse weather or mechanical breakdown.

In both sections of the policy, there's no cover unless the insured obtains written confirmation from the airline. Zurich isn't obliged to help Mr H get information from the airline. Whilst it's for Mr H to provide reasonable evidence in support of his claim, we recognise it can sometimes be difficult to obtain information about the cause and length of delay from airlines. Where that's the case, we need to decide whether we think it's likely the circumstances Mr H described happened and whether those circumstances are covered by the policy.

Mr H says his outbound flight was affected by a breakdown in air traffic systems. News reports confirm that there were technical issues affecting air traffic control on the date of Mr H's outbound travel. But that's not an insured event in the policy. I've seen no evidence that what happened here was covered by the policy. Considering everything, I don't think Zurich acted unfairly or unreasonably in declining Mr H's claim under '**Missed Departure**' or '**Travel Delay and Abandonment**'.

*Mr H's claim for lost items and baggage delay*

In its final response to Mr H, Zurich said if Mr H wishes to proceed with his claim for baggage delay, he should provide the information he's been asked for. If Mr H can't provide that information, he should tell Zurich why it's not available and ask it to assess his claim on the basis of the information he's provided. If Mr H does not accept Zurich's decision about this part of his claim, he can complain to Zurich about that in the first instance and then to this Service.

## **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 H to accept or reject my decision before 23 March 2026.

Louise Povey  
**Ombudsman**