

The complaint

Mr and Mrs R complain that Zurich Insurance Company Ltd settled only part of their claim against their travel insurance policy. Reference to Zurich includes its agents.

What happened

Mr and Mrs R had an annual travel insurance policy underwritten by Zurich. They booked a trip which included flights, hotels, a cruise and excursions. Mr and Mrs R's first outbound flight was cancelled by the airline. The airline provided a replacement flight later the same day, which was delayed. Mrs R's coat was stolen at the airport. Mr and Mrs R missed their connecting flight and cruise departure. The travel company arranged an additional flight and Mr and Mrs R joined the cruise at one of the port stops. During the cruise, Mr and Mrs R missed several port stops and planned excursions.

Mr and Mrs R made a claim against their policy in relation to Mrs R's stolen coat, loss of the first part of the cruise, missed hotel experience, travel delay and their missed ports and excursions. Zurich settled the part of the claim in relation to Mrs R's coat and paid Mr and Mrs R £800 in relation to four missed ports. Mr and Mrs R didn't think that was fair and pursued their complaint.

Mr and Mrs R say they relied on Zurich's '*Summary of cover*' when deciding to take out the insurance. They say their flight was cancelled because of bad weather and they missed two days of their cruise and six port stops and excursions. They want Zurich to settle the remainder of their claim.

One of our Investigators looked at what had happened. She didn't think Zurich had acted unfairly in relying on information from the airline about the reason for the travel delay and in concluding that what happened wasn't covered by the policy. The Investigator thought Zurich had acted fairly in its assessment of Mr and Mrs R's claim for missed ports and excursions.

Mr and Mrs R didn't agree with the Investigator. They said the Investigator had defended Zurich's actions, rather than supported their claim. Mr and Mrs R said the Investigator hadn't referred to Zurich's misleading '*Summary of cover*'. They said Zurich's settlement of their claim doesn't match the promises made in the '*Summary of cover*'.

Mr and Mrs R say they missed out on a hotel before boarding the cruise. They say Zurich was wrong to decline their claim for missed excursions. Mr and Mrs R say the Investigator misunderstood their travel delay, as they didn't arrive in the country from which their cruise departed until 30 hours after their scheduled arrival time and boarded the ship 36 hours late. They say the policy says they are entitled to compensation for travel delay over 24 hours, so Zurich should settle their claim.

The Investigator considered what Mr and Mrs R said but didn't change her view. Mr and Mrs R asked that an Ombudsman consider their 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 and Mrs R have very strong feelings about this matter. Through no fault of their own, they didn't have the holiday they expected. Mr and Mrs R have provided detailed submissions to support the complaint, which I have read and considered. I trust Mr and Mrs R 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 settlement of their claim.

This service is impartial and therefore it's not my role to support either Mr and Mrs R or Zurich. My role is to consider the available evidence and arguments in order to decide what's fair and reasonable. I've taken into account the law, regulations and good practice. 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've carefully considered Mr and Mrs R's claim and the terms and conditions of the policy. I'm sorry to disappoint Mr and Mrs R but I think Zurich acted fairly and reasonably in its settlement of their claim. I'll explain why:

- When we consider complaints like this one, we look at the terms and conditions of the policy in their entirety, as they set out the rights and obligations between the parties. Mr and Mrs R have referred to the '*Summary of cover*', which shows the maximum amount insured for each section. The summary isn't the terms and conditions of the policy and I don't think it's misleading.
- As the Investigator explained, travel insurance isn'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, and as long as consumers are treated fairly, insurers can decide which risks they wish to accept and the terms on which they're willing to do so. The onus is on the consumer to show the claim falls under one of the agreed areas of cover within the policy.

Mr and Mrs R's travel delay

- Mr and Mrs R have claimed for the loss of the first part of their trip. The policy covers cancellation of a trip for certain, specified reasons. It also covers curtailment of a trip if the policyholder has to return home earlier than planned for certain, specified reasons. The policy doesn't cover reimbursement for the unused first part of a trip. So, I don't think Zurich acted unfairly or unreasonably in declining this part of Mr and Mrs R's claim.
- The airline said Mr and Mrs R's first flight was cancelled because of crew shortage and the alternative flight was delayed because of '*several delays in rotation due to operational reasons*'. Mr and Mrs R say their first flight was cancelled and the replacement flight delayed because of adverse weather. I accept what they say about this. News reporting for the date in question supports the conclusion that the airport was closed for a time because of snow. On balance, I think it's more likely than not that the adverse weather caused crew shortages and rotation difficulties. But that doesn't alter the outcome of the complaint for reasons I'll explain.
- '**Section 3 – Missed Departure**' doesn't assist Mr and Mrs R, as it covers only *additional* accommodation and travel expenses incurred by missed departure for

certain specified reasons, including adverse weather. Mr and Mrs R didn't claim any additional accommodation or travel expenses.

- **'Section 4 – Travel Delay and Abandonment'** provides a benefit where there's a delay of more than 24 hours beyond the intended departure time of the outward flight from the insured's home country as a result of certain reasons, including adverse weather. I understand Mr and Mrs R's first flight was due to depart at 11.15am and the (delayed) replacement flight left on the evening of the same day. So, their departure wasn't delayed by more than 24 hours. I appreciate Mr and Mrs R boarded the ship more than 24 hours later than planned but that's not something that's covered by the policy.

Mr and Mrs R's missed ports and unused excursions

- The policy covers additional accommodation and travel expenses incurred in joining a cruise at the next docking port if the insured fails to arrive at the departure point to board the ship because of failure of scheduled public transport. Mr and Mrs R didn't claim for any additional accommodation and travel expenses, so I don't think Zurich acted unfairly or unreasonably in declining Mr and Mrs R's claim for missed port departure.
- The policy provides a benefit for each missed port due to adverse weather or timetable restrictions. After Mr and Mrs R joined the ship, there were four missed ports due to adverse weather or timetable restrictions. I think Zurich calculated the missed port benefit correctly and paid Mr and Mrs R the £800 that was due to them.
- There's cover in the policy for the cost of pre-booked excursions which the policyholder was unable to use as a direct result of being confined to cabin due to illness or injury. That's not what happened here. So, I don't think Zurich acted unfairly or unreasonably in declining this part of Mr and Mrs R's claim.

Zurich settled Mr and Mrs R's claim in accordance with the policy terms and I don't think it acted unfairly or unreasonably in doing so.

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 Mrs R and Mr R to accept or reject my decision before 6 February 2026.

Louise Povey
Ombudsman