

## **The complaint**

Ms M has complained that Zurich Insurance Company Ltd declined a claim she made on a travel insurance policy.

## **What happened**

Ms M was due to take a short trip abroad in May 2025 but missed her outbound flight. She therefore made a claim on the policy for unrecoverable costs.

Zurich declined the claim on the basis that the circumstances are not covered under the policy terms.

Our investigator thought that Zurich had acted reasonably in declining the claim, in line with the policy terms and conditions. Ms M disagrees and so the complaint has been passed to me for a 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.

I've carefully considered the obligations placed on Zurich by the Financial Conduct Authority (FCA). Its 'Insurance: Conduct of Business Sourcebook' (ICOBS) includes the requirement for Zurich to handle claims promptly and fairly, and to not unreasonably decline a claim.

Ms M's niece was involved in a car crash late at night, the night before the trip. Ms M had to go to the site of the crash to collect her. This had a knock-on effect of her missing her flight which was departing early the next morning. The travel operator then cancelled the package holiday due to the outbound flight being missed. Miss M therefore believes the policy should cover her for the missed flight and cancellation of the trip.

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. The test then is whether the claim falls under one of the agreed areas of cover within the policy.

The policy does indeed cover missed departure and cancellation – but only for a limited number of reasons that are set out in the policy terms. So, yes, Miss M had missed departure cover and cancellation cover with the excess waiver. The inclusion of the excess waiver does not mean that there are no exemptions. It means she wouldn't pay an excess in the event of a successful claim. But she'd still only be able to make a successful claim if the reason for making the claim matched one of those reasons listed in the policy terms.

Looking firstly at the policy wording relating to missed departure, it lists the three reasons for missing a flight that are covered. These are:

*'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.'*

It's clear from the above wording that missed departure is only covered if there's been a problem with the transport that was taking someone to the airport. That's not the reason why Ms M missed her flight. Therefore, her circumstances are not covered under the policy terms. It follows that it was reasonable for Zurich to decline the claim for missed departure.

Ms M says Zurich has focused on what happened to her niece, which is irrelevant. However, because Ms M missed her flight due to her niece's car accident, and because that circumstance isn't covered under the missed departure section of the policy, Zurich has looked to see if that meets any of the claims' criteria under the cancellation section.

The cancellation section lists 11 reasons for cancelling that are covered. The circumstance of the trip being cancelled by the tour operator due to missing the outbound flight is not one of those 11 reasons. The one that comes closest, and why what happened to her niece was potentially relevant, is:

*'1) the death or disablement by bodily injury, illness or being subject to quarantine (on the orders of the treating medical practitioner) of a) you, b) any person you are intending to travel or stay with, c) an immediate relative of yours or of any person you are intending to travel with or d) a close business associate of yours;'*

However, Ms M didn't cancel her trip due to injuries sustained by her niece and, besides, a niece isn't included in the definition of 'immediate relative'. So, ultimately, the circumstances of the claim don't fit within one of the 11 reasons that are covered under the cancellation clause. It was therefore reasonable for Zurich to also decline the claim for cancellation.

I am sympathetic to Ms M's situation. Events happened that were outside of her control, leading her to miss her trip, and she is out of pocket as a result. However, the matter at hand is whether Zurich has done anything wrong which it needs to put right – and it has not. Overall, I'm satisfied that it was fair and reasonable for Zurich to decline the claim, in line with the policy terms and conditions. It follows that I do not uphold the complaint.

### **My final decision**

For the reasons set out above, I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 10 April 2026.

Carole Clark  
**Ombudsman**