

The complaint

Miss W complains that Zurich Insurance PLC declined her travel insurance claim. My references to Zurich include its claim handling agents.

What happened

Miss W had a single trip travel insurance policy, at the 'Silver' level, with cruise cover. The policy was insured by Zurich. Miss W took a flight from the UK to Norway. The next day she took her booked train from Oslo to Bergen where she'd been due to board a cruise to another location in Norway then fly back to the UK.

The train was scheduled to arrive in Bergen at 19:06 and the cruise departed at 20:30 the same day. Unfortunately the train was delayed and arrived in Bergen two hours late which meant Miss W missed the cruise departure. The cruise company told Miss W to fly from Bergen to another location in Norway the next day to pick up the cruise, which she booked, but the airline then cancelled that flight on the day.

Miss W says the cruise company offered her no other advice and as two days of the five day cruise had passed she booked a new flight back to the UK. Miss W claimed on the policy for her lost costs and additional expenses.

Zurich declined the claim. Its final response letter referred to section H of the policy, 'missed departure', which gave cover for reasonable additional accommodation and travel costs necessary to continue a trip if Miss W couldn't reach the departure point of any part of her outward journey in specified circumstances. A special condition under the missed departure section says:

'Under this policy you must:

1. Leave enough time to arrive at your departure point at or before the recommended time...'

Zurich said even if Miss W's train had arrived at Bergen at 19.06 as scheduled she only had approximately 85 minutes to reach the departure port for the cruise which left at 20:30, which meant she hadn't left enough time to reach the cruise departure point. So Zurich said the above special condition applied and there was no cover for the claim under the policy terms. Zurich paid Miss W £100 for her distress and inconvenience for its poor communication and delay in handling her claim.

Miss W complained to us, she wants her claim paid.

Our Investigator told Zurich that his research showed that it's a 20 minutes' walk, or 9 minutes' journey by car, from Bergen train station to the port where the cruise departed. He said the policy wasn't sufficiently clear on what Zurich meant by 'leaving enough time' and Miss W had given herself reasonable time to reach the cruise departure point. He also noted that the train delay was outside of Miss W's control, and that she tried to minimise her losses by contacting the cruise company and making arrangements to board the cruise later,

which she couldn't do due to the flight cancellation. Our Investigator recommended Zurich reassess Miss W's claim in line with the remaining policy terms and conditions.

Zurich disagrees and wants an Ombudsman's decision. It said Miss W hadn't factored in all eventualities when planning her itinerary to get to the port to board the cruise. Its research suggested the train from Oslo to Bergen ran every three to four hours, the train journey takes approximately six hours and there could be frequent delays and cancellations.

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.

Zurich has a responsibility to handle claims promptly and fairly. And it shouldn't reject a claim unreasonably.

I have to decide whether Zurich reasonably relied on the special condition, '*Leave enough time to arrive at your departure point at or before the recommended time*' in section H of the policy, missed departure, to decline the claim and I don't think it did.

I haven't seen any evidence of what time the cruise company gave Miss W to be the 'recommended time' for her arrival at the port to board the cruise. Zurich has calculated the timing it's given from the time the cruise departed, 20.30, so I think it's reasonable for me to take the departure time as the recommended time.

If Miss W's train had arrived in Bergen as scheduled she would have had about 85 minutes to do a 9 minutes' car journey or 20 minutes' walk to the departure point for the cruise, which I think was a reasonable amount of time.

Zurich hasn't sent us details of where it found the information it told us about the Bergen train's timetable for departure, or what's said about delays and cancellations on that train journey. Our Investigator responded to Zurich sending them a link to his research which showed that trains in Norway are about 85.3% on time, to which Zurich didn't respond.

From what Zurich has said it believes that Miss W shouldn't have taken the last train to arrive in Bergen before the cruise departure, she instead should have taken the penultimate or even earlier train to allow for the train's cancellation or severe delay. But I don't think the wording of the special condition in the missed departure section is clear enough that's what Zurich requires its policyholders to do to be potentially covered under the missed departure section of the policy. So I don't think it's fair for Zurich to apply those requirements when assessing a claim.

As Miss W gave herself what I consider to be a reasonable amount of time for her to arrive at the cruise's departure point before the cruise left I don't think Zurich reasonably relied on the above special condition to decline the claim.

I note that Miss W tried to minimise her losses by contacting the cruise company and making arrangements to board the cruise later. She couldn't do so due to the flight cancellation which, like the train delay, was outside of her control.

Zurich must reassess the claim in line with the remaining policy terms and conditions. If Miss W is unhappy with Zurich's decision once it has reassessed the claim she can complain to it and ultimately make a separate complaint to us on that matter.

Putting things right

Zurich must reassess the claim in line with the remaining policy terms and conditions.

My final decision

I uphold this complaint and require Zurich Insurance PLC to reassess Miss W's claim in line with the remaining policy terms and conditions.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 16 May 2024.

Nicola Sisk
Ombudsman