

## The complaint

Mr H is unhappy with Zurich Insurance PLC's decision not to cover the full cost of his planned trips.

## What happened

The background to this decision is set out under my provisional findings. To summarise, Mr H booked to go on two cruises. Both cruises were booked at the same time and were a day apart. The first cruise was from Barbados – UK on 30 December 2022 – 13 January 2023. The second cruise was from UK – Barbados a day later on 14 January 2023 – 28 January 2023. Mr M was unable to go on either cruise following a medical issue owing to some dental treatment. He claimed on his policy with Zurich.

Zurich paid the claim up to a limit of £5,000. Both cruises cost significantly more than that. Mrs H was also due to travel, however, she not insured with Zurich and so I've not considered her costs here. In my provisional findings, I said Zurich should have considered both cruises independently. I highlighted the policy terms didn't define *trip* and therefore I was satisfied this amounted to two trips. I said Zurich should therefore consider Mr H's claim for the second trip, which was from the UK to Barbados. In response to my findings, Zurich said;

- This is fundamentally one trip. It highlighted the booking invoice which says Mr H was going to be away for a total on 30 days. It also said Mr H merely had a stopover in the UK for one day before setting off for Barbados.
- Although it hasn't defined *trip* as part of the policy terms, there are other, relevant terms which it's highlighted as part of its response.

And so, it's for me to make a final 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.

Having done so, I've decided not to depart from my provisional findings. I say that because I'm satisfied Mr H had booked two trips and therefore Zurich must consider both trips separately. I accept both trips are back-to-back and were booked together. However, that doesn't mean it's fair for Zurich to consider them as one claim. Zurich hasn't defined trip under the policy, and this is another reason why I consider my provisional decision fair.

There are two separate cruise references and a day between the trips – which is another reason I say this should have been considered as two claims. The booking invoice also gives a breakdown of cost for each trip, which I'm persuaded me further this should have been considered as two trips and therefore two claims.

Zurich referenced another policy term;

For Annual Multi-trip insurance

*“The maximum trip duration of any one trip is 45 days. If you have chosen an annual multi-trip Insurance, the outward and return journey must take place during the start and end date shown on the schedule of cover. Winter sports are limited to 17 days per policy year, where the appropriate additional premium has been paid.”*

I've considered this term and I'm satisfied the total length of time Mr H was due to away be less than 45 days and so this hasn't changed my position on this complaint.

### **Putting things right**

In my provisional decision I said Zurich should consider Mr H's second claim for the second trip, however, in line with our approach to these types of complaint, I'll now be directing Zurich to pay the second claim.

### **My final decision**

My final decision is that I uphold Mr H's complaint and Zurich Insurance PLC must now pay the second claim in line with the remaining policy terms. It must also pay Mr H £300 compensation for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 13 June 2024.

Scott Slade  
**Ombudsman**