

The complaint

Mr and Mrs C are unhappy with the assistance they received from SiriusPoint International Insurance Corporation ('Sirius') under their travel insurance policy ('the policy') whilst abroad, after Mr C was hospitalised and needed emergency medical treatment.

All reference to Sirius includes its medical assistance team and other agents.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. I'll focus on giving the reasons for my 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.

In considering what's fair and reasonable in all the circumstances of the case, I've taken into account all relevant law and regulations, regulator's rules, guidance and standards, codes of practice and good industry practice at the relevant time. That includes Sirius' regulatory obligation to handle insurance claims promptly and fairly. And to not unreasonably decline a claim.

When deciding this complaint, I've considered all the points made by the parties (along with all the other evidence). I won't respond to each of these. I hope they understand that no discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. The rules that govern the Financial Ombudsman Service allow me to do this as we are an informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I haven't. I'm satisfied I don't need to comment on every point to fulfil my statutory remit.

The relevant policy terms and conditions

Subject to the remaining terms and condition, the policy does provide cover for expenses related to:

Usual, reasonable and customary emergency medical treatment...

Reasonable related expenses incurred outside the UK for:

Extra costs for transport and accommodation...if it is medically necessary for you to stay after the date you were going to return to your home. That includes extra costs you have to pay to return to your home if you cannot use your booked transport.

There are conditions relating to that section of the policy including:

- Sirius may move you from one hospital to another if the treating doctor and Sirius think it is safe to do so.

- if you choose not to move...all cover will end and we will not pay for any claims for costs incurred after the date it was deemed safe for your move...
- you should take reasonable steps to use any reciprocal health agreement which exist between countries...

Medical costs

I appreciate what happened abroad would've been upsetting and worrying for Mr and Mrs C. I have a lot of empathy for the situation they found themselves in. I know they'll be very disappointed but for the reasons set out below, I'm satisfied Sirius has acted fairly and reasonably by not covering all medical costs incurred.

- Mrs C contacted Sirius on the afternoon of 18 May 2025 to inform it that Mr C had been taken to and admitted to hospital because of an abscess. It was identified that the hospital was a private facility. Sirius' representative said most insurance policies won't cover private treatment if the insured person is in a country which has a reciprocal health agreement with the UK and adequate public facilities. This was the case with the island that Mr and Mrs C were visiting. Mrs C was told that once a medical report had been received from the hospital, its medical team would review to see whether it would be medically safe for Mr C to be transferred to a public hospital or whether he should remain where he was.
- Once received, I'm satisfied that Sirius' medical team promptly reviewed the medical report and it concluded on 19 May 2025: "based on the medical reports received, we feel that the risk of any treatment delay and the transfer [to a public hospital] to be low. And "based on the current medical report our assessment is that the proposed state hospital has the capability to care for this patient".
- Later that evening, Sirius emailed the treating hospital to say that following the review of the medical report, its medical team advised that it was suitable for Mr C to be transferred to a public hospital to continue treatment. And to arrange transfer to a named public hospital (which was in the same city). I can see that it took a number of hours for Sirius to send this email from receiving the advice from its medical team but there was nothing to suggest that the issue was time critical or, at that stage, that Mr C was being prepared for surgery the next day.
- The treating hospital promptly acknowledged this email. It said it had informed the treating doctor of this and asked whether Mr C had been informed because a procedure had been planned for the next day. Sirius promptly replied that it had explained to Mr C the difference between private and public hospitals under travel insurance. But it would check with Mr C in the morning as it was late.
- On the afternoon of 20 May 2025, the treating hospital emailed Sirius and the email reflects that Mr C had said Sirius hadn't "exclusively explained the situation to him regarding the insurance policy etc and what the next steps would be". And that Mr C was "upset to hear that the intervention would not be done here, as you had requested him to be moved to the public hospital, as he has been here since the 18th and so far had never heard from the insurance that a private stay may not be covered...either way, he has decided to go ahead with the procedure here and has had to leave a deposit..."
- So, I'm satisfied that Mr C was aware before he proceeded with surgery that Sirius wanted to transfer him to a public facility to continue with treatment, and he opted to go ahead and have the planned surgery at the treating, private, facility instead. I'm

satisfied that he was reasonably aware during the call Mrs C had with Sirius on 18 May 2025 that private medical costs might not be covered. So, I think he reasonably ought to have been aware that if he proceeded with the surgery, this wouldn't be covered under the policy and that's why he went ahead and paid a deposit up front.

- In the circumstances of this case, I'm satisfied Sirius has fairly and reasonably decided that there was no cover available for private medical expenses incurred after the point when Mr C opted not to be transferred to a public hospital and instead chose to proceed with surgery at the private hospital. I'm satisfied that it's standard industry practice for travel insurance policies not to cover treatment in private hospitals whilst abroad unless in exceptional circumstances, for example if there isn't a suitable public facility within a reasonable distance that can provide the medical care needed or it isn't medically safe to transfer. That's because, as the policy terms say, the policy isn't private health insurance.
- I've taken into account that it's a condition of the policy that an insured person can be moved from one hospital to another if the treating doctor and Sirius think it is safe to do so. Although there isn't anything from the treating hospital to say that it was medically safe for Mr C to be transferred, there's also nothing from the treating hospital from the time that it wasn't medically safe for him to be transferred or that the planned surgery was time critical. So, overall, I'm satisfied that Sirius acted fairly and reasonably by relying on the overall medical evidence (including the advice from its medical team) when deciding that Mr C should be transferred to a public facility. I've also taken into account that Mrs C said in the initial call that they didn't have a GHIC card. However, temporary GHIC cover can still usually be applied for in such circumstances.

The assistance received

Although, I'm satisfied Sirius has fairly limited the medical costs it will cover, I do think it should've reasonably provided better assistance.

Mr and Mrs C were told by the treating hospital of Sirius' decision that Mr C should be transferred to another facility. It had told the treating hospital late on 19 May 2025 that it would contact Mr C in the morning. There's no evidence that it attempted to do so.

During the call on 18 May 2025, Mrs C wasn't told of the definitive next steps as this depended on receipt and review of the medical report. So, I accept that it would've been confusing and upsetting for Mr and Mrs C to receive information about their available options and next steps from the treating hospital rather than Sirius directly.

If they had been, I don't think this would've prevented Mr C opting to go ahead with surgery at the private hospital. Based on the email the treating hospital sent Sirius I'm satisfied that he was aware of Sirius' decision via the treating hospital. But it would've prevented upset and confusion - and would've allowed Mr and Mrs C to ask any further questions of Sirius.

I'm satisfied that Sirius should pay Mr and Mrs C £200 compensation to reflect the impact of this error on them.

Other costs

Mr C told Sirius on 22 May 2025 (around the time he was discharged) that the airline had advised it wouldn't permit him to fly for ten days after general anaesthetic. However, I've seen no medical evidence that supports he wasn't fit to fly. Further, Sirius says its medical team said that Mr C would've been fit to fly upon discharge from hospital. But it had yet to

finalise its assessment of the claim by the date of the final response letter (early July 2025), including requesting information in support of extending the trip by ten days. It was awaiting a signed declaration from Mr and Mrs C. However, Sirius has confirmed that all substantiated costs falling within the policy coverage will be agreed.

I'm therefore satisfied that Sirius should promptly assess the claim for costs associated with the re-arranged return flights to the UK for Mr and Mrs C and their extended accommodation, in line with the policy terms.

I'm also satisfied that the policy terms provide a daily hospital benefit. Sirius has confirmed this hasn't been paid.

The policy terms say:

We will provide cover for each complete day (24 hours) if you have to stay in hospital as an in-patient or are confined to your accommodation as a direct result of any event covered under Medical Expenses.

...we will not pay for any claim that is not covered under Medical Expenses.

Mr C opted to remain at the private hospital for surgery, rather than be transferred to a public hospital, so I don't think Sirius is responsible for the medical expenses incurred from that point on. However, had Mr C agreed to the transfer, he would've continued to have surgery at a public facility and would've likely remained in hospital for the same number of days.

So, in the circumstances of this case, I find that it would be fair and reasonable for Sirius to pay the daily hospital benefit equivalent to the total number of complete days he was in hospital. Although, the terms say that the hospital benefit isn't payable for any claim not covered under medical expenses, Sirius has said it will pay the medical costs up until the time Mr C opted to remain in the private hospital to have surgery. So, a claim is payable under the medical expenses section of the policy.

Putting things right

I direct Sirius to:

- A. pay Mr and Mrs C compensation in the sum of £200 for distress and inconvenience.
- B. promptly assess the claim for Mr and Mrs C's rearranged flights back to the UK and their extended accommodation costs in line with the policy terms and conditions (once it receives the required information).
- C. pay the daily hospital benefit for each 24 hours Mr C was in hospital (which I understand is £30 per day up to a maximum of £1,500).
- D. pay simple interest at a rate of 8% per year on the amounts detailed in C above from one month after the claim was made on the policy to the date of settlement*.

* If Sirius considers it's required by HM Revenue & Customs to take off income tax from any interest paid, it should tell Mr and Mrs C how much it's taken off. It should also give them a certificate showing this if they ask for one. That way Mr and Mrs C can reclaim the tax from HM Revenue & Customs, if appropriate.

My final decision

I uphold this complaint to the extent set out above and direct SiriusPoint International Insurance Corporation to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs C to accept or reject my decision before 19 March 2026.

David Curtis-Johnson
Ombudsman