

The complaint

Mr D has complained that SiriusPoint International Insurance Corporation has declined a claim under his travel insurance policy.

What happened

The background to this complaint is well known to the parties so I won't all the details again here. In summary Mr D was abroad when he had a motorcycle accident and was admitted to hospital. He is represented by his mother, Mrs D. Mrs D has complained about the decline of the claim and the impact on his parents as well as Mr D by the handling of the claim.

Our investigator didn't recommend that the complaint be upheld. They felt that Sirius was entitled to rely on the policy term regarding requirements for driving mopeds/motorcycles. They also explained that we were only able to consider the impact of the claim on Mr D, the policyholder.

Mrs D, on behalf of Mr D, didn't accept the investigator's view and asked that the matter be reviewed in full.

Sirius underwrites the policy, All references to Sirius include its authorised agents.

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'd like to reassure Mr D that whilst I've summarised the background to this complaint, I've carefully considered all the submissions made on his behalf. In this decision though I've focused on what I find are the key issues here. Our rules allow me to take this approach. It simply reflects the informal nature of our service as a free alternative to the courts.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. So I've considered, amongst other things, the contract terms, regulatory rules and the available evidence to decide whether I think Sirius treated Mr D fairly. Having done so, and although I'm sorry my decision will bring unwelcome news, I agree with the conclusion reached by our investigator for the following reasons:

- Mr D's policy covers standard sports and activities, and these are listed in the policy, Driving a moped or motorcycle up to 125cc is covered, however there are certain conditions that need to be met for cover to be provided. To drive a moped or motorcycle up to 125cc the policyholder must have passed a UK CBT (Compulsory Basic Training) test, have a valid UK provisional licence and be legally allowed to drive locally. The policy term is clear. It is not in dispute that Mr D hadn't passed a UK CBT test. Accordingly, I don't find it was unfair or unreasonable for Sirius to decline Mr D's claim as there was no cover for the accident and the expenses that flowed from it. For the avoidance of doubt Sirius didn't rely on misrepresentation in

order to decline the claim.

- Mrs D has submitted that Mr D's licence issue was not causally connected to the loss. She has referred to ICOBS which says at 8.1.2B that rejection of a claim for breach of a condition or warranty is unreasonable unless the circumstances of the claim are connected to the breach. Mrs D considers that the licence issue is purely a technical breach and unrelated to the claim. I'm afraid I don't agree. Mr D didn't hold the correct licence and hadn't completed the required training to drive the 125cc moped. This was a risk that Sirius didn't wish to take. That Mr D was driving in contravention of the policy term is directly related to the incident, as had there been compliance he wouldn't have been driving. So I don't find that rejecting the claim was unreasonable in the circumstances. This includes medical, flight and hotel costs.
- Mrs D also complains that she was mis-advised by Sirius in that she was told that the claim would be covered. I do understand her point here and it would have been prudent for Sirius to make clear that this was dependent on seeing Mr D's full licence. This point wasn't made by Sirius and Mrs D had asked specifically if the claim was covered. But like the investigator I don't find that that Sirius had any reason to suppose that Mr D wouldn't be covered. I note that Sirius acknowledged that clearer communication could have been given and apologised. However, I'm not able to conclude that Mr D was prejudiced by this or that it is likely that Mrs D would have requested that treatment didn't go ahead if she was aware that the policy wouldn't cover Mr D.
- There was a delay in Sirius receiving the full licence – Mrs D didn't have a copy of the back only the front. For completeness I would add that there is no suggestion that Mrs D deliberately withheld or delayed providing a copy of the back of the licence. Once the team received it, they were able to advise that Mr D wasn't covered as he that there was some delay, but I don't find that this was the fault of Sirius. Likewise, I note that when Mr D was due to be released from hospital the adviser who had been dealing with the claim was on a lunch break, so some delay was caused to Mr D who I understand was then not released until late at night. It is unfortunate that the operative Mrs D spoke to wasn't able to assist, particularly as Sirius had confirmed that it would continue to provide assistance. But in all the circumstances I'm not persuaded this amounted to a breach of any duty owed to Mr D.
- I note too that Sirius told Mrs D that it had requested Mr D's flight be amended or put on hold but were told this wasn't possible and that a refund was available but would need to be requested by Mrs D. Mr D wasn't able to return on this flight but I appreciate that Mrs D would have been disappointed when she wasn't able to receive a refund as the flight was purchased with air miles. But as explained I don't find that there was anything wrong in the actions of Sirius here.
- I can see that this was a very distressing time for Mr D's parents, but as indicated I am here considering the impact of the acts or omissions of Sirius on the policyholder, Mr D. He had a serious accident abroad and I have no doubt it was a difficult and traumatic time for him. But in all the circumstances I don't find that Sirius treated him unfairly, unreasonably or contrary to his policy terms.

My final decision

My final decision is that I don't uphold this complaint about SiriusPoint International Insurance Corporation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or

reject my decision before 8 May 2026.

Lindsey Woloski
Ombudsman