

The complaint

Mr and Mrs M have complained that SiriusPoint International Insurance Corporation hasn't fully settled a claim they made on a travel insurance policy.

As it is Mr M leading on the complaint, for ease, I will mostly just be referring to him in this decision.

What happened

Mr and Mrs M were on a trip abroad in July 2025 when Mr M unfortunately had a serious accident that required surgery. They had driven abroad, with Mr M as the driver. Due to the nature of his injury, he was then unable to drive home. SiriusPoint settled the majority of the claim, including return flights to the UK. However, it declined to cover the cost of returning their car to the UK.

Our investigator thought that SiriusPoint had acted reasonably, in line with the policy terms and conditions. Mr 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.

The complaint involves the actions of the claim administrators, acting on behalf of SiriusPoint. To be clear, when referring to SiriusPoint in this decision I am also referring to any other entities acting on its behalf.

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

In July 2023, the Consumer Duty was introduced by the Financial Conduct Authority. It sets higher and clearer standards of consumer protection and says that a firm must act to deliver good outcomes for retail clients.

So, I've considered, amongst other things, the terms of the policy and the circumstances of the claim to decide whether SiriusPoint handled the claim fairly and in line with the industry guidelines.

Mr M has talked about travel insurance providing cover when illness or injury disrupts travel arrangements and causes additional costs to be incurred. That is a general purpose of such cover. However, 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 relevant policy terms state:

'Section 1: Medical Expenses

This section of cover is always included in your policy.

What Medical Expenses Covers

1A: Trips Abroad

We will cover the following emergency medical treatment and related expenses:

- 1. Usual, reasonable and customary emergency medical treatment, including the costs of rescue or assistance services to take you to a hospital, which is outside the UK.*
- 2. Reasonable related expenses incurred outside the UK for:*
 - a. Extra costs for transport and accommodation (up to a similar standard to your original booking) if it is medically necessary for you to stay after the date you were going to return to your home. This includes extra costs you have to pay to return to your home if you cannot use your booked transport;*
 - b. Returning you to your home, if it is medically necessary because you have a serious injury or illness and you cannot use your booked transport;'*

Mr M says that the car was his booked transport, which he was then unable to use due to his injury. The costs he incurred were reasonable as he arranged for a family member to collect the car, which was cheaper than the commercial recovery option. Furthermore, the vehicle being stranded abroad was solely due to the insured medical event.

None of that is in dispute. However, the matter at hand is whether those circumstances are covered under the policy terms.

I appreciate the argument Mr M is making. However, I disagree with him that the policy wording is ambiguous. Overall, I'm satisfied that the reference to extra transport costs relates to returning the insured persons home. As Mr M was unable to use his booked transport, SiriusPoint paid for the cost of alternative flights, in line with the policy terms. However, there is no scope within the policy to cover a vehicle being left behind in that scenario, and I'm not persuaded that SiriusPoint created a reasonable expectation in that regard. Whilst the situation was a result of Mr M's accident, not all consequences that flow from an insured event are covered.

Mr M has said that, if the intention was to exclude stranded vehicles from cover, then the policy should have clearly stated that. It wouldn't be possible for the policy to list every scenario that isn't covered. Instead, it sets out what is covered. It then follows that anything not mentioned is excluded.

I have a great deal of sympathy for Mr M's situation. He suffered a serious injury and the car being stranded abroad was completely outside of his control. He took appropriate steps in arranging its return to the UK and is out of pocket as a result. However, on balance, I'm unable to conclude that SiriusPoint has done anything significantly wrong. The recovery of a vehicle is not covered under the policy terms and therefore it was reasonable for it to decline that part of the claim. 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 Mr and Mrs M to accept or reject my decision before 19 May 2026.

Carole Clark
Ombudsman