

The complaint

Mr K has complained that Aviva Insurance Limited declined a claim he made on a travel insurance policy.

What happened

Mr K was on a trip abroad in October 2024 when he became ill after ingesting cannabis. He therefore made a claim on the policy for medical costs.

Aviva declined the claim on the basis that the circumstances are not covered under the policy terms.

Our investigator thought that Aviva had acted reasonably in declining the claim, in line with the policy terms and conditions. Mr K 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.

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

The policy covers emergency medical and associated expenses in some circumstances. However, looking at the policy wording, under that section, it states:

'We won't cover

- *Anything excluded under the 'Your health' or General exclusions.'*

Then, under 'General exclusions', in the list of events that isn't covered, it states:

'Misuse of alcohol or drugs or consumption of alcohol or drugs (other than drugs taken under medical supervision and not for treating alcohol addiction) to an extent which causes immediate or long term physical or mental impairment, including impairment to the insured person's judgement causing them to take action they would not normally have taken.'

In assessing the claim, Aviva has concluded that Mr K self-administered the cannabis for recreational purposes. In which case the claim would be excluded from cover. Therefore, the matter at hand is whether or not that was a fair and reasonable outcome for it to reach.

Cannabis consumption is legal in the part of the world that Mr K was visiting, so there's no suggestion that he has done anything illegal. However, due to the above policy clause, the claim would still be excluded if he knowingly took the drug.

Mr K's account of events is that he was at a street fair/party, where he partook of some food that was being handed out, unaware that it contained drugs. Later that night, he became very unwell and was taken to hospital via ambulance.

There are a number of inconsistencies in the information that has been provided to Aviva.

The medical report is silent on the circumstances of how Mr K came to ingest the cannabis. However, without performing any toxicity tests, a diagnosis was quickly reached that it was severe anxiety after a THC ingestion, with an approximation of the dosage he'd taken. The discharge instructions said to be careful with any further THC ingestion. Mr K says the doctors guessed that he'd ingested food containing THC, making a rough estimate of the number of milligrams of THC based on Mr K's description of the food and drink he'd had. However, whilst not explicitly saying so, the report reads as him knowing exactly what he had taken and reporting that to the medics.

When Mr K first rang Aviva, having been discharged from hospital, he said that he'd ingested cannabis sweets from a dispensary with a very high dosage and had overdosed on it. He didn't mention a street party. He later said that he was confused during this phone call as he was still 'high'. However, by his own account, he was able to tell doctors the chain of events from earlier in the day, including what he'd eaten and drunk at the street party, to surmise what had probably happened. At the time of attending hospital, he would have been even more under the influence of the drugs. By the time he made the phone call to Aviva, it was a few hours later and he'd been deemed fit enough to be discharged from hospital.

When asked for details of the street party, he said that it was 'somewhere in the city' and that he didn't have any further details. This is rather vague, considering he wouldn't have been under the influence of drugs at the time of arriving at the street party. He also said that it was irrelevant, whereas, if that is where he ate 'spiked' food, it is highly relevant.

Aviva's ground investigator discovered that Mr K had purchased products from a cannabis dispensary. He had never mentioned this, even when being asked to explain why he had mentioned a cannabis dispensary in his initial call. Instead, during a phone interview, he had said that there was one near his hotel but that he hadn't purchased anything from it. That later changed to him having coincidentally purchased some cannabis products as a gift but that he hadn't mentioned it due to it being irrelevant.

Mr K has tried to discredit the actions of the ground investigator and says that the information was obtained from the dispensary illegally, whilst at the same time saying he would have agreed to sign a consent form in advance anyway, having nothing to hide. He's also said that the shop should not have shared his private data. That is not a matter for this decision. However, in terms of assessing the claim, having acquired this information, Aviva couldn't ignore it. So, I consider it was fair and reasonable for it to form part of its decision-making when reaching an outcome on the claim.

A large part of Mr K's argument is that he tried to return his unused purchases to the dispensary the following day. Meaning that it can't have been these cannabis products that caused his medical event. He says that, as its ground investigator already visited the store, Aviva has this evidence which it is deliberately withholding. I haven't seen any evidence that this information was obtained by the ground investigator at the time of the visit. So, contrary to what Mr K has said, there is no definite evidence that he tried to make the return.

Although Mr K says that the shop manager confirmed that he tried to return the items, he hasn't provided any evidence of this. He's also mentioned having a logbook and CCTV to prove his version of events, although he hasn't provided these either. If I understand him correctly, he doesn't actually have these things but believes that the ground investigator

should have obtained them from the initial visit to the dispensary. However, based on the available evidence, I'm satisfied that the investigator's enquiries only went as far as establishing that Mr K had made purchases in the shop. And Mr K then declined his consent for Aviva to make further enquiries about this.

Mr K says that Aviva lacks any definitive evidence that he knowingly took cannabis and is using supposition to decline the claim, which is unfair. It is the case that the medical reports don't state how he came to ingest the cannabis. However, in cases such as this, an insurer needs to look at the entirety of the evidence that is available, to determine the outcome of the claim.

Mr K's account of what happened changed once he realised that the claim was being declined. So, it's understandable that this would raise concerns. Some further inconsistencies then came to light when Mr K was asked to clarify what had happened. Aviva has concluded that his submissions lack credibility, which puts the claim in doubt, such that it is not in a position to settle it.

Whilst I haven't mentioned every point that Mr K has made, I can assure him I have read and considered all of his submissions. So, I've thought about everything he has said, such as English not being his first language which may have led to him not expressing himself well during the first phone call to Aviva. However, on balance, I'm satisfied that Aviva's concerns are valid and that it has assessed the available evidence fairly, to conclude that he most likely knowingly ate cannabis products. Therefore, it was fair and reasonable for it to decline the claim, in line with the policy terms and conditions. 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 K to accept or reject my decision before 6 November 2025.

Carole Clark
Ombudsman