

## **The complaint**

Mr S is unhappy that AWP P&C SA declined a claim made under his travel insurance policy ('the policy') for medical costs he incurred whilst abroad.

## **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.

AWP has a regulatory obligation to handle insurance claims fairly and promptly. And it mustn't unreasonably decline a claim.

I can see that Mr S feels very strongly that AWP acted unfairly here. So, I know that he'll be disappointed with my decision not to uphold his complaint. I've explained my reasons below.

Subject to the remaining terms of the policy, the policy does provide cover for emergency medical costs.

The emergency medical costs section of the policy (like all sections of the policy) is subject to the general exclusions including:

Your policy does not cover you for any claim directly or indirectly resulting from any of the following:

... Your unlawful action or any criminal proceedings against you.

I'll refer to this as 'the exclusion'.

Mr S says he was arrested whilst abroad, and he was without access to his usual medication. So, he had to make (and pay for) two medical appointments to get the prescriptions he needed and then pay for the medication. He'd like AWP to reimburse him his out-of-pocket expenses in the approximate sum of £500.

Mr S says his wife had brought false charges against him which led to his arrest and that:

- the prosecuting authorities offered to drop all charges if he would "unquestioningly obey any judgements of the family court";
- he did a plea deal on one charge; to plead guilty to a charge of disorderly conduct to prevent the case going to trial.

I'm satisfied being arrested (and questioned by police) is part of a criminal investigation and I think it's fair to conclude that this forms part of the overall criminal proceedings.

Mr S hasn't been able to provide any evidence to support that he was wrongfully arrested. In the circumstances of this complaint and looking at what Mr S has told the Financial Ombudsman Service, I think AWP has acted fairly and reasonably by relying on the exclusion to decline the claim. I'm satisfied it wouldn't be fair for AWP to pay a claim for medical expenses which directly or indirectly arises from something that is excluded under the policy.

When making this finding, I've taken into account all points raised by Mr S, including what he says about the unfair terms provisions of The Consumer Rights Act 2015 – which I agree is relevant law for me to take into account when considering what's fair and reasonable (along with other things such as other relevant law, industry rules and regulations and good industry practice). That's because the policy terms and conditions amount to a consumer contract.

Unfortunately, travel insurance policies don't cover all situations. Mr S says the decision taken to arrest him is something outside of his control and it shouldn't invalidate his claim. It's not unusual for travel insurance policies to contain a general exclusion, excluding a claim relating to the policyholder's unlawful action or criminal proceedings brought against them. I'm also satisfied that the exclusion is reasonably clear and that AWP has fairly relied on it to decline the claim.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 31 December 2025.

David Curtis-Johnson  
**Ombudsman**