

The complaint

Mr and Mrs B complain that AWP P&C S.A. declined a claim under their travel insurance policy.

What happened

Mr and Mrs B held a single trip travel insurance policy that covered them for a trip between 26 August and 10 September 2024. The insurer was AWP.

During the trip, Mr and Mrs B were on their way back to their hotel after a show. They say they crossed a road in a rush, and Mrs B unfortunately tripped over a kerb and fractured her ankle. They say the paramedics said Mrs B was dehydrated and had low blood pressure at the time. Mr and Mrs B made a claim to AWP for the medical costs they incurred.

AWP declined the claim as it said the blood tests showed Mrs B's blood alcohol level was above the legal intoxication limit in the country they were in, as well as above the level considered to indicate intoxication. And the policy had an exclusion for any loss that happened directly or indirectly due to the use or abuse of alcohol.

Mr and Mrs B don't think AWP has acted fairly or reasonably. They say the exclusion isn't clear in the policy documents, and they should have been made aware that the policy wasn't suitable for anyone who drinks alcohol. They also say that Mrs B wasn't intoxicated at the time of the incident, rather, the paramedics said her being dehydrated and having low blood pressure were the likely cause of the fall.

One of our investigators reviewed the complaint. Having done so, she didn't think AWP had done enough to show it had fairly relied on the exclusion, and the onus was on it to do so. So, she upheld the complaint and said AWP should reassess the claim.

AWP didn't agree with the investigator's findings. It said that alcohol causes people to be unsteady on their feet and can cause a higher chance of tripping or stumbling. AWP also noted that Mrs B's blood alcohol reading was taken around two hours after the incident, so the alcohol content in her blood would have been much higher when she tripped.

As no agreement was reached, the complaint was passed to me to decide. I issued my provisional decision in September 2025. Here's what I said:

"Industry rules set out by the regulator (the Financial Conduct Authority) say insurers must handle claims fairly and shouldn't unreasonably reject a claim. I've taken these rules, and other industry guidance, into account when deciding what I think is fair and reasonable in the circumstances of this complaint.

The general exclusions section of Mr and Mrs B's policy includes the following exclusion:

"This policy does not provide cover for any loss that results directly or indirectly from any of the following general exclusions if they affect you, a travelling companion or a family member.

[...]

The use or abuse of alcohol or drugs, or any related physical symptoms. This does not apply to drugs prescribed by a doctor and used as prescribed.”

Exclusions like this are common in most, if not all, travel insurance policies on the market and I'm satisfied that the wording of the exclusion is clear. It's for AWP to show that the exclusion applies, and it wouldn't be fair or reasonable for AWP to decline every claim where a policyholder has had a drink.

Mrs B's blood alcohol was recorded as 95 milligrams of alcohol per 100 millilitres of blood. For context, the legal alcohol limit for drivers in England is 80 milligrams of alcohol per 100 millilitres of blood. This was also the limit AWP referred to as the legal intoxication limit in the country Mr and Mrs B were in. The blood test was carried out at 8.22pm.

Mr and Mrs B have explained they had a glass of champagne before lunch, Mrs B had a cocktail during lunch, and a glass of wine during the show that started at 4.30pm. They said the show lasted around 1.5 hours, and it was after leaving the show that the incident happened. So, this would have been around 6.00pm. Mr and Mrs B explained that Mrs B slipped or tripped from the kerb whilst Mr B was rushing her to cross the road, and she fractured her ankle. They explained that the paramedics said Mrs B was dehydrated and her blood pressure was very low, which was likely to cause her to fall.

The only documentary evidence here is Mrs B's blood alcohol reading, which was taken around two hours after the incident. AWP has said that this means the alcohol content in her blood would have been much higher at the time of the incident.

There's no mention of Mrs B being dehydrated or having low blood pressure in the medical report. But at the same time, this doesn't necessarily support Mrs B's position. I've looked at NHS information online, and drinking too much alcohol is listed as one of the causes of dehydration.

I appreciate Mrs B says she'd only had three drinks. And I make no judgement on this, she was on a holiday enjoying herself. But I can't ignore the fact that her blood alcohol level was recorded to be significantly higher than the legal alcohol limit for drivers, which would suggest a level of intoxication with physical and/or mental impairment.

I accept that alcohol impacts people differently, and there's no mention in the medical report about Mrs B being intoxicated, other than her blood alcohol level reading. But I need to decide if AWP has done enough to show that it has fairly relied on the policy exclusion. Overall, I currently think it has.

There's been no suggestion that Mrs B tripped due to any other outside factors, other than being in a rush. AWP has said alcohol causes people to be unsteady on their feet and can cause a higher chance of tripping or stumbling. Considering Mrs B's blood alcohol reading a few hours after the incident, I find AWP's argument reasonable. So, I think AWP has concluded fairly and reasonably that it's more likely than not that it was the effects of the alcohol that led to Mrs B's fall.

I'm sorry to disappoint Mr and Mrs B, but based on everything I've seen so far, I don't intend to ask AWP to cover their claim. This is because I currently think it has fairly said an exclusion applies in the circumstances.”

Mr and Mrs B weren't happy with my provisional findings. In short, they made the following key arguments:

- I referred to legal limits for drivers, but this isn't relevant for people walking on a day out. Mr B rushed Mrs B to cross the road, during which she tripped which happens whether people have a drink or not.
- The climate where Mr and Mrs B were at, along with air conditioning, also contribute to dehydration and the paramedics said this was common.
- The fact that Mrs B gave a blood sample prejudiced her position. And the insurer cannot prove alcohol caused the fall.
- The policy exclusion is on page 32 of the policy terms. And most people consume alcohol during a holiday. So, the term should be set out clearer in the policy documents. Had Mr and Mrs B known this, they wouldn't have bought this policy.

AWP didn't respond, and the deadline to do so has now passed. So, I'm issuing my final 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.

As I set out in my provisional findings, Mrs B's blood alcohol level was recorded to be significantly higher than the legal alcohol limit for drivers around two hours after the incident. And AWP said this meant the alcohol content in her blood would have been much higher at the time of the incident. Overall, this persuades me that this suggests a level of intoxication with physical and/or mental impairment.

I appreciate there were other factors that could have contributed to Mrs B being dehydrated. But there was no mention of any of this in the medical report. The key evidence in this complaint is Mrs B's blood alcohol level, the policy terms, and the arguments made by both parties. I appreciate AWP only knew Mrs B had had alcohol because she gave a blood sample. But this was done by the hospital, and I can't fairly ignore the evidence.

For the reasons I set out in my provisional decision, I'm still persuaded that AWP has done enough to show that it's more likely than not that it was the effects of alcohol that led to Mrs B's fall. And this is enough for it to turn down the claim fairly and reasonably.

As I explained in my provisional decision, exclusions for alcohol are common in most, if not all, travel insurance policies on the market. So, I think it's unlikely Mr and Mrs B would have been able to buy a policy that didn't include this exclusion. And I think the wording of the exclusion is clear in the policy terms.

Overall, Mr and Mrs B's comments haven't persuaded me to change the findings I reached in my provisional decision. So, I've reached the same conclusions, for the same reasons. I don't think AWP acted unfairly or unreasonably when it declined the claim, for the reasons it did.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B and Mr B to accept or reject my decision before 7 November 2025.

Renja Anderson
Ombudsman