

## **The complaint**

Mr, Mrs, Ms and Miss E are dissatisfied with how Rock Insurance Services Limited have administered their travel insurance policies.

Ms E is representing the parties in this case. So, when I mention Ms E, it also refers Mr, Mrs and Miss E too.

## **What happened**

Ms E has explained that she booked a holiday with her family. The holiday was due to take place in June 2021. As well as booking the trip, Ms E purchased travel insurance for those going on holiday. The cost of this insurance was £174.

A few months before Ms E and her family were due to go on holiday, Ms E changed the date of the trip, so that instead of going abroad in June 2021, the holiday was to be in September 2021 instead.

Ms E said that at this point, she was told by Rock that she couldn't alter the dates on the existing insurance policies she had purchased. Instead, she would need to purchase new cover for her, and her family members. So, Ms E said she did this. With the new insurance costing £136.

On 4 March 2021, Ms E decided to cancel the holiday. And because the insurance policies wouldn't be needed anymore, she also asked for these to be cancelled too. Ms E was told she would receive the £136 back on the debit card she used to pay for it, within 8 weeks.

But this didn't happen. So, in June 2021 she chased Rock for the refund. Who then said the refund had actually been taken off of her outstanding holiday balance, rather than being paid directly to her. Ms E explained that couldn't be right, as she had cancelled the holiday.

Ms E continued to chase the matter. At the end of July 2021, a representative within Rock who assured her he would chase the refund, to make sure she got it. And that as a gesture of goodwill for the trouble experienced, Rock would also provide a sum equivalent to 50% of the original insurance policies she had purchased at £174. So, Ms E would then be expecting £223 to be sent to her. But this money didn't come.

Ms E raised a complaint about the matter. Rock again said that the £136 had been taken from her outstanding holiday balance. But offered £20 compensation for some customer service issues.

Ms E remained dissatisfied. So, she referred her complaint to this service, for an independent review.

In its submission to this service, Rock acknowledged that things had gone wrong in its dealings with Ms E. It said:

- Ms E had been told she couldn't carry her original insurance policy over, when she

changed the date of her trip from June 2021 to September 2021. When this wasn't correct. It said Ms E should have been able to simply change the dates on the original policy. So new insurance should never have been sold to her.

- Rock didn't follow the correct process for the £136 refund originally. It should not have been deducted from the holiday balance – which was a separate, although linked, transaction.
- Ms E had experienced customer service issues. It said Rock's representatives had responded to her, without really understanding and responding to her concerns.
- When Ms E emailed and requested a complaint be raised on 29 June 2021 this wasn't escalated as it should have been.

In recognition of the above, Rock said it would like to offer Ms E £385. It said this was the total of a refund for all insurance policies Ms E had purchased (£310) as well as £75 compensation.

Our investigator considered this offer to be fair. And Ms E accepted this.

But Rock later changed its offer. It said its offer was actually £249. It said this was because it had realised Ms E hadn't actually paid the £136 insurance premium when buying the second set of policies. So, this didn't need to be refunded to her. The £249 was compensation for the trouble and upset Ms E experienced.

Our investigator considered this revised offer, and thought it was fair. They said they couldn't ask Rock to pay the £136, when they couldn't see evidence that this had been paid in the first place.

Ms E was unhappy with this. She said she had paid the second insurance premium of £136. And she felt compensation should now be increased, for the continued distress and inconvenience she was experiencing as a result of Rock.

As Ms E disagreed, this complaint has been referred to me to decide.

I issued a provisional decision on this complaint. In this I said:

*"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.*

*Having done so, I'm intending on upholding this complaint. I've explained why below. Rock acted to administer this policy for Ms E. And when administering the policy, I would expect it to act swiftly – and fairly.*

*Rock has accepted that it didn't act in line with this, as there were various things that went wrong. As above, Rock has said:*

- *A second set of insurance policies shouldn't have been sold to Ms E*
- *Rock followed the wrong process when it was asked to cancel the insurance policies and seek a refund for Ms E*
- *There were problems in its communications with Ms E – such as not understanding her concerns and failing to escalate her complaint.*

*As Rock has accepted that the above went wrong, I don't need to consider these errors in detail. Instead, I've needed to consider what is a fair and reasonable resolution to these issues.*

*I've thought carefully about this. And I think Rock's previous offer of £385 is a fair and reasonable resolution to this complaint. So, I'm intending on requiring it to pay this to Ms E. I say this because I think £136 is a fair and reasonable award for the mis-sale of the insurance policies. And the remaining £249 is fair and reasonable compensation to reflect the trouble and upset Ms E had experienced due to the above errors.*

*In terms of the sale of the policies – it has been accepted these were mis-sold. I can't be sure that Ms E paid the £136 for these policies up front. I've asked Rock for evidence of the payment method, and it hasn't replied. And Ms E has sent me a bank statement and a holiday invoice. But the funds on those looks like the deposit for the holiday, as well as cancellation fees for it. So, don't evidence the policies being paid for either.*

*But whether Ms E paid for these or not, I think paying £136 to her for this incident is fair. It means she gets a refund if she did pay it. And if not, I think the figure is reasonable to compensate Ms E having to take the time to purchase a second set of policies, when she didn't need to.*

*In terms of the remaining £249 – I think this amount is fair and reasonable level of compensation to recognise the trouble and upset Ms E has experienced because of the overall situation. The matter has been ongoing since March 2021. And it's clear that Ms E has had to chase what was happening, following cancelling the policies. There has also been confusion as to what funds Ms E would be receiving. And instances where Ms E wasn't responded to, or understood, when she'd made the situation clear to Rock. I'm satisfied £249 fairly recognises the impact Rock's errors have had on Ms E. And so, I'm intending on requiring Rock to pay this to Ms E, alongside the £136 mentioned above.*

*It's my understand that Ms E has already paid Ms E £249 of the £385 – with £75 of this being sent to her through BACS transfer. And £174 of it being sent via online banking. If this is the case, Rock doesn't need to pay this to Ms E again. Just the £136 outstanding."*

Neither party responded to my provisional 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.

Having done so, I've decided to uphold this complaint.

There hasn't been any further comments or evidence from either party, to alter my findings on this complaint, or the reasoning for it. And so, my decision remains the same as that in my provisional decision, and for the same reasons.

### **My final decision**

Given the above, my final decision is that I uphold this complaint and require Rock Insurance Services Limited to pay Ms E £385 in total, if it hasn't done so already.

If Rock has paid part of this already, it now needs to pay the remainder.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss E, Mrs E, Mr E and Ms E to accept or reject my decision before 24 February 2023.

Rachel Woods  
**Ombudsman**