

The complaint

Mrs V and Mr M complain about errors made by Rock Insurance Services Limited when they bought a travel insurance policy. They also complain about Rock's delays in resolving the errors.

Mrs V has brought this complaint on behalf of her and Mr M. All references to Mrs V include Mr M, where relevant.

What happened

Mrs V bought an annual travel insurance policy from Rock, providing cover for herself, Mr M and her daughter. Mrs V paid a premium of £121.25 and understood this included cover for her daughter's pre-existing medical conditions.

However, when Mrs V received her policy documentation, the insurance certificate referred to a premium of £86.20 and didn't mention cover for medical conditions. Mrs V contacted Rock and was told she hadn't taken out cover for medical conditions. Mrs V paid an additional £26 (including an administration fee of £5) to add these to the cover.

In April 2022, Mrs V emailed Rock querying why her amended insurance certificate showed a total premium of less than the amount she'd paid. Mrs V sent Rock evidence to show she'd originally paid a premium of £121.25, in addition to the payment of £26. Rock didn't answer Mrs V's queries, or her emails chasing responses. Rock also didn't respond to the specifics of Mrs V's subsequent complaint. Unhappy, Mrs V brought her complaint to the attention of our service.

In correspondence with our service, Rock acknowledged it had made errors. It initially offered to pay Mrs V a total of £105. Rock calculated this as the difference between the £121.25 which Mrs V had originally paid and the £86.20 quoted on the original insurance certificate (which comes to £35.05), and the £26 which Mrs V had subsequently paid – with the remainder being compensation. Mrs V didn't accept Rock's offer.

One of our investigators looked into what had happened and recommended that Rock should pay Mrs V £61.05 (calculated as £35.05 plus £26), together with a total of £150 compensation for distress and inconvenience.

Mrs V accepted our investigator's findings. Rock didn't, but it offered to pay compensation of £75 in addition to the refund of £61.05 already agreed. As a resolution couldn't be reached, Mrs V's complaint has been referred to me to make a 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.

Based on the information available to me, I can't be certain what the correct premium which Mrs V should have been charged was. Even if I accept that a refund from Rock to Mrs V of

£61.05 is more than Mrs V is entitled to, I'm not satisfied that Rock's current offer of £75 fairly compensates her for the impact of this situation.

Mrs V has explained to us why having adequate travel insurance is something that's of particular importance to her, and she didn't originally receive the policy she wanted due to an error by Rock. Rock has said this error was resolved on 23 March 2022, when Mrs V paid an additional £26 to cover her daughter's pre-existing medical conditions. I don't agree. While Mrs V may have been given the cover she originally wanted at this point, she was incorrectly charged a further £26 (including an administration fee) and her query about why she'd paid a total of more than the premium quoted on the second insurance certificate remained outstanding. Mrs V never received an explanation from Rock directly, despite chasing the matter on numerous occasions over quite a few months. Rock didn't respond to many of Mrs V's emails, and I also note that Rock told Mrs V on 7 July 2022 that her issue had been dealt with, when this wasn't the case. Furthermore, Rock has acknowledged that it didn't deal with Mrs V's complaint as it should have.

Having taken into account all the circumstances of this complaint, I'm satisfied that it would be fair and reasonable for Rock to pay Mrs V a total of £150 compensation for the impact of its errors. For the avoidance of doubt, this includes the offer of £75 which Rock has already made.

Putting things right

Rock Insurance Services Limited must put things right and do the following:

- Refund Mrs V and Mr M £61.50;
- Pay Mrs V and Mr M a total of £150 compensation for the distress and inconvenience they experienced.

My final decision

I'm upholding Mrs V and Mr M's complaint against Rock Insurance Services Limited and I direct it to put things right in the way I've outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs V and Mr M to accept or reject my decision before 16 May 2023.

Leah Nagle
Ombudsman