

The complaint

Mr H complains that he received the wrong policy terms and conditions when he purchased a travel insurance policy from Rock Insurance Services Limited.

What happened

Mr H took out a travel insurance policy when he purchased flights. He took out the insurance via a website I'll refer to as 'N'.

N is an appointed representative of Rock Insurance Services Limited. N sent Mr H an email with three PDF attachments, including one labelled as 'Insurance Policy'. When Mr H needed emergency assistance in September 2022, he says he discovered that the policy terms were an old version. So, he then had to contact a different emergency assistance company and he's not been able to identify which insurer he needs to contact to make his claim.

Mr H asked the Financial Ombudsman Service to look into his complaint as he didn't get a response from Rock. Our investigator looked into what had happened and was unable to get any more information from Rock. He upheld the complaint because he thought Mr H had been provided with the wrong policy documents. He awarded £200 compensation for the distress and inconvenience caused.

Rock provided Mr H with a copy of the correct policy terms. Mr H accepted the investigator's findings in relation to being given the wrong information by Rock. But, Rock didn't agree. They said Mr H had been sent a copy of the right policy terms. And, they questioned the strength of the evidence Mr H had provided to show the wrong terms have sent. This didn't change our investigator's thoughts about the outcome of the complaint. On balance, he thought it was most likely Mr H had received the wrong policy terms from N, even if Rock had sent him the correct version as well.

Rock asked an ombudsman to review the complaint. They said the Financial Ombudsman Service hadn't questioned the veracity of evidence from their systems before. And, they'd completed a secondary check to ensure that the right policy documents were provided. They said the investigator had relied on a 'screen dump' and they hadn't been provided with the original email, despite several requests. Rock said it was trying to obtain a copy of the email sent from N directly. Furthermore, Rock said the issue in relation to emergency assistance was resolved within 48 hours and £200 redress wasn't appropriate. They said they were willing to offer £50 by way of an apology for not responding to the complaint which was more appropriate compensation. So, I need to make 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.

The relevant rules and industry guidelines say that Rock, and N as it's appointed representative, had a responsibility to give Mr H enough information to decide if the policy

was right for him. That includes giving him clear, fair and non-misleading information.

I'm upholding Mr H's complaint and awarding him £200 compensation because:

- I think it's most likely that Mr H was provided with the wrong policy terms when he received the email from N. That email contained an invoice, a voucher and a document labelled 'Insurance Policy'.
- Mr H has provided the three documents he says were attached to the email from N. They are a voucher, an invoice and an insurance policy which has the incorrect policy terms. I don't have any compelling reason to doubt Mr H's testimony that was the document that he received. The email is dated the same date that he took out the policy.
- Rock says it's not seen the original email from N and attachments. It was provided with copies of the email and the attachments in February 2023. So, I think Rock has had ample time to look into this, and provide further evidence from N, if it doubted the validity of this email or it's attachments.
- Based on the evidence available to me I'm persuaded it is most likely Mr H has provided a copy of the policy he was sent from N, which were an older version of the policy terms. As our investigator said, it seems unlikely Mr H would have been able to locate a copy of policy terms from a number of years ago if they hadn't been attached in error. It seems more likely that he was provided with an outdated copy by N.
- I've taken into account what Rock has said about the email sent from their own systems, and the secondary checks they've done. But, even if I accept this evidence, it doesn't change my thoughts about the overall outcome of this complaint. That's because I'm satisfied it's most likely he was sent a copy of the wrong terms by N. Rock says there's no reason why Mr H would place more weight on the documents provided by N, as opposed to the details provided via links in the email sent from Rock direct. I don't find that argument persuasive – it's Rock's responsibility to provide clear, fair and non-misleading information. It's not for Mr H to have to cross reference and spot that there are subtle differences in the information provided by Rock and N.
- I think £200 compensation is fair and reasonable. Mr H was in a position where he needed to seek medical assistance for an adult travelling companion and a child who had experienced a head injury. He had to start the process again which I think would have caused him distress and inconvenience in the circumstances as he discovered he had the wrong policy information at an already worrying time. I also note that he has been unable to submit his claim to the correct insurer until he recently received clarification of who the insurer was in June 2023.

Putting things right

Rock needs to put things right by paying Mr H £200 compensation for the distress and inconvenience caused. This is for the distress and inconvenience caused by confusion and delays in the claims process, particularly because Mr H needed to claim for emergency assistance and had to start the process again with the correct company.

My final decision

I'm upholding Mr H's complaint about Rock Insurance Services Limited and 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 Mr H to accept or reject my decision before 28 July 2023.

Anna Wilshaw
Ombudsman