

The complaint

Mr and Mrs G are unhappy that Rock Insurance Services Limited didn't provide them with the opportunity to add a ten percent discount code they had when renewing their travel insurance policy.

They're also unhappy that an endorsement was added to the policy, increasing the price after Mrs G said their daughter had been to the GP about a cough but none of the follow up questions were applicable.

Mrs G says she wasn't then able to open the document they were sent with information relating to the endorsement.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. The facts aren't in dispute, so 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.

Rock has an obligation to treat customers fairly.

Rock arranges and administers the travel insurance policy that Mr and Mrs G (and their family) have the benefit of.

Rock accepts that as Mr and Mrs G's daughter wasn't waiting for an appointment or further investigation into her cough at the time the policy renewed, the policy would've still been offered.

Mr and Mrs G say that once their daughter's cough was declared – this being a medical issue that occurred in the last 12 months –there was no option to confirm diagnosis or whether further action was needed. So, they say there was no need for the policy to be endorsed or for the premium to change.

Our investigator asked Rock for information relating to the medical declaration completed by Mrs G in respect of her daughter and whether this was amended after Mr and Mrs G discovered the premium had increased from the initial quote and questioned this. Rock didn't provide a response. So, in the absence of further information, our investigator concluded that Rock should remove the medical screening for Mr and Mrs G's daughter and refund the amount the premium increased by as a result.

Rock hasn't provided any further information in relation to this issue when responding to our investigator's view. Rather, it accepted the recommendation.

So, in the absence of any further information and considering Rock's agreement to the recommendation, I think it would be fair and reasonable for it refund to Mr and Mrs G the amount the premium increased by because of the medical declaration made for their daughter.

I've also seen no evidence that Mr and Mrs G was given an opportunity to use their 10% discount code when renewing the policy. So, I think it would be fair and reasonable for Rock to refund Mr and Mrs G ten percent of the premium they should've have paid for the policy had it not been increased due to the medical declaration made in respect of their daughter.

Rock has agreed to do this in response to our investigator's view.

I know Mr and Mrs G would like compensation because of Rock's continued silence on this issue after May 2023. They say this caused frustration. I understand why they feel this way. But I don't think Mr and Mrs G have been put to too much inconvenience by Rock and I don't think Mr and Mrs G have repeatedly chased Rock for a response. There is always an element of inconvenience and frustration in having to bring a complaint. Whilst I appreciate this is annoying, in the circumstances of this particular case, I don't think it would be fair and reasonable to direct Rock to pay any compensation to Mr and Mrs G for distress and inconvenience.

I also don't have any power to direct Rock to change its website or case management system. My role is to look at the individual circumstances of the complaint to see whether a financial business has acted fairly and reasonably.

Putting things right

I direct Rock to pay Mr and Mrs G:

- Ten percent of the premium they would've been charged for the policy when renewing in May 2023 if the medical declaration hadn't caused the premium to increase.
- The amount by which the premium increased because of the medical declaration made in respect of their daughter.
- Simple interest at a rate of 8% per year on the two amounts above from the date on which Mr and Mrs G paid the premium for the policy to the date on which they received a refund.

If Rock considers it's required by HM Revenue & Customs to take off income tax from any interest paid, it should tell Mr and Mrs G how much it's taken off. It should also give them a certificate showing this if they ask for one. That way they can reclaim the tax from HM Revenue & Customs, if appropriate.

My final decision

I uphold Mr and Mrs G's complaint to the extent set out above. I direct Rock Insurance Services Limited to put things right as directed above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs G to accept or reject my decision before 14 February 2024.

David Curtis-Johnson
Ombudsman