

The complaint

Mr and Mrs C are unhappy with the way Rock Insurance Services Limited handled a request to provide them with information about their annual travel insurance policy ('the policy') during the period of cover.

What happened

The policy provided cover to Mr and Mrs C for the period 21 August 2022 until 20 August 2023.

Around the time of taking out the policy, Mr and Mrs C received information confirming that they had "standard" cover for travel "worldwide including USA, Canada, Caribbean and Mexico". They hadn't selected any additional cover.

In June 2023, Mr and Mrs C say they contacted Rock to enquire about possibly upgrading the policy to include cruise cover as they had booked a cruise holiday in Europe. They say that they received helpful support at that stage and a representative of Rock talked them through the existing cover they had under the policy for cruise holidays.

Mr and Mrs C say that they'd received information from the cruise provider that they'd need to provide evidence of cruise cover to board the cruise ship. So, they asked Rock to provide written evidence of the cover in place for cruise holidays.

Mr and Mrs C received written confirmation that "cruise cover is included in your travel insurance policy. This will provide cover for any medical, cancellation and baggage claim". However, the document also stated the territorial limits to be "USA". Mr and Mrs C asked for a revised document to be sent to them to reflect that they had worldwide cover including USA, Canada, Caribbean and Mexico.

They say they never received an amended document before having to board the cruise and although they did receive a further email from Rock, they say they wanted one document to be able to produce if needed.

Rock issued its final response in August 2023, upholding their complaint. It offered £25 in recognition of the inconvenience caused. Unhappy, Mr and Mrs C brought a complaint to the Financial Ombudsman Service.

Our investigator asked Rock for information relating to this complaint. And having chased, and received no reply, our investigator recommended Rock to pay Mr and Mrs C more compensation in the sum of £125, making the total amount for distress and inconvenience to be £150.

Rock didn't reply to our investigator's view. So, this complaint has been passed to me to consider everything afresh 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.

Rock arranges and administers the policy. And when doing so, Rock has an obligation to treat customers fairly.

The information is limited in this case as Rock hasn't provided information relevant to the complaint as requested by our investigator.

However, in its final response Rock has apologised for how long it has taken for the information requested to be sent to Mr and Mrs C in one document. So, I think it's reasonable to assume that it accepts that it didn't treat Mr and Mrs C fairly in this respect. It's said that feedback has been given internally and offered £25 compensation.

I don't think that's enough to reflect the distress and inconvenience Mr and Mrs C experienced in this particular case.

In his complaint email to Rock dated July 2023 Mr C says he sent many emails and spent over 140 minutes on phone calls about "one simple request" (to include the correct territorial limit on the written document he was provided with, setting out the extent of cruise cover under the standard policy). In the absence of any information from Rock, I accept his submissions on that point. I find them to be plausible and persuasive.

I have seen an email from Rock dated 24 June 2023 which says that cruise coverage relates to worldwide travel including USA, Canada, Caribbean and Mexico. However, that email was sent around the same day Mr and Mrs C were due to start their trip and, on the timeline provided by Rock in the final response, around ten days after Mr C contacted it to ask for the document to be amended. I'm satisfied that there were several calls thereafter from Mr C chasing this up.

In its final response, Rock also accepts that during one of those calls, Mr C was incorrectly told that the policy only covered him and Mrs C for USA and if amended to include worldwide cover, there would be an additional cost. I accept this would've been frustrating and worrying for Mr and Mrs C.

Further the email dated 24 June 2023 doesn't include the policy reference number and I can understand in this case why Mr and Mrs C wanted to have the information contained in one document. I think it would've been easy for Rock to have made this amendment to the document they'd already produced to make this clear.

I can understand why Mr and Mrs C remained worried about whether the information they'd been given was sufficient to enable them to board the cruise ship and, thereafter, continued to have "nagging doubts" whilst they were on their cruise holiday because they didn't receive the reassurance or service they reasonably expected in this case.

I'm satisfied £150 compensation fairly compensates Mr and Mrs C for the distress and inconvenience experienced here.

Putting things right

I direct Rock to pay Mr and Mrs C £150 compensation for distress and inconvenience. If it's paid them the £25 already offered in its final response dated August 2023 it can deduct that from the compensation amount, I'm directing it to pay.

My final decision

I uphold Mr and Mrs C's complaint. 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 C to accept or reject my decision before 22 February 2024.

David Curtis-Johnson
Ombudsman