

The complaint

Mr and Mrs T complain about the information provided by Rock Insurance Services Limited when they took out their travel insurance policy.

What happened

In summary, in July 2022, Mr and Mrs T took out an annual travel insurance policy underwritten by a third party insurer after completing an application on Rock's website. Mr and Mrs T didn't declare any medical conditions. The annual policy started in August 2022.

In October 2022, Mr and Mrs T were on a trip. On their return journey, Mr T became unwell and was removed from their return flight. Mr T sought medical assistance and Mr and Mrs T took the next flight home, which was three days later.

Mr and Mrs T made a claim against their policy in relation to unused flight costs, additional travel, accommodation, food and parking costs and the cost of replacing damaged baggage. The underwriter of their policy said that Mr T didn't declare migraine as a pre-existing medical condition. It said that if he'd done so, it would have charged Mr and Mrs T a higher premium. So, it settled the claim proportionally. Mr and Mrs T complained about the underwriter's decision.

One of our investigators considered Mr and Mrs T's complaint against the underwriter. She didn't think that the underwriter had acted unfairly or unreasonably. That was because the underwriter asked for details of medical conditions requiring medication in the last two years. The investigator said that as Mr T took medication for hemiplegic migraine in January 2021, he should have declared that. She said that Mr T had made a qualifying misrepresentation and that the underwriter acted fairly in making a proportionate settlement of Mr and Mrs T's claim.

Mr and Mrs T say that when they took out the policy they completed the application in accordance with the guidance from Rock. They say that they'd recently looked on Rock's website and the questions Rock ask appeared to contradict the underwriter's requirements in that Rock's website asks about medical conditions and medication in the last 12 months, not two years. Mr and Mrs T say that the incorrect question put to them by Rock meant that Mr T didn't declare one of his medical conditions, which led to the underwriter settling their claim proportionately.

In response to Mr and Mrs T's complaint, Rock said that it didn't provide them with advice or make a recommendation about the policy and that they had sufficient information to enable them to decide whether the policy was right for them. Mr and Mrs T pursued their complaint. They want Rock to pay the balance of their claim.

The investigator looked at Mr and Mrs T's complaint against Rock. She asked Rock for certain information, but it didn't provide any. So, the investigator proceeded on the basis of the limited information she had.

The investigator looked at Rock's website in November and December 2023 to see what questions consumers were asked before buying a policy. She said that the relevant question asks applicants about medical conditions in the last 12 months, whereas the underwriter of Mr and Mrs T's policy wanted to know about medical conditions for a longer period. The investigator didn't think that Rock had drawn Mr and Mrs T's attention to the underwriter's requirements and that it wasn't Mr T's fault that he answered the question about medical conditions incorrectly. She recommended that Rock pay the remaining part of Mr and Mrs T's claim, less the additional premium they would have been asked to pay, plus interest.

Rock disputed the investigator's conclusions. It said that when Mr and Mrs T bought the policy in July 2022, the only policy documents available on its website would have been those of the policy underwriter. It wasn't until later, in December 2022, that documents from two insurers were available on its website. Rock said that the content of the website on which the investigator had relied wasn't available in July 2022 and related to a different underwriter than the one that's relevant here.

Rock said that the consumer journey from mid December 2022 - so after Mr and Mrs T bought their policy - asked about medical conditions in the last 12 months but its back office system shows that Mr and Mrs T were asked about medical conditions in the previous two years. So, the question it asked Mr T was correct. Rock also said that Mr and Mrs T were provided with sufficient information in order to establish whether the policy was right for them, and the policy wording refers to medical conditions in the previous two years.

The investigator considered the information Rock provided but it didn't change her view. She said that the screenshots of what Rock said Mr and Mrs T would have seen on the sales journey aren't dated and don't show the actual website, so she couldn't consider it. Rock asked that an ombudsman look at the complaint, so it was passed to me to decide.

My provisional decision

On 1 March 2024, I sent both parties my provisional decision in this case in which I indicated that I didn't intend to uphold the complaint. I said:

'Rock didn't provide Mr and Mrs T with advice about the suitability of the policy for their needs but, nevertheless, it was obliged to provide information that's clear, fair and not misleading, so that Mr and Mrs T can decide for themselves whether the policy is suitable for them.

The central issue in this case is what question Rock put to Mr and Mrs T about medical conditions. Rock says that the underwriter of Mr and Mrs T's policy stopped underwriting these policies in December 2022. So, the information on Rock's website after that date - which both Mr and Mrs T and the investigator have referred to - relates to policies from a different underwriter. It says that its back office system shows that Mr and Mrs T would have been asked about medical conditions requiring prescribed medication or treatment in the previous two years, which is consistent with the underwriter's requirements. Rock says that the investigator has referred to the question it currently asks customers, not the questions it actually asked Mr and Mrs T.

It's not possible to know for sure what question Rock put to Mr and Mrs T. I wouldn't expect Mr and Mrs T to remember the application in detail at this distance, given that the question would have had no particular significance at the time. Rock has explained that the website Mr and Mrs T and the investigator have looked at isn't the same as the one Mr and Mrs T would have seen when they bought their policy. It has consulted its records of the previous

content of the website and provided the questions it asked at the time Mr and Mrs T took out their policy.

I've considered this matter carefully. On balance, I think it's more likely than not that Rock asked Mr and Mrs T about medical conditions in the previous two years. That was consistent with the requirements of the underwriter of Mr and Mrs T's policy. It's also consistent with the policy documentation Mr and Mrs T would have subsequently received. I don't think that Rock misled Mr and Mrs T about the information the underwriter required. It follows that I don't think that Rock is responsible for any incorrect information Mr T provided to the underwriter. So, I don't propose to uphold this complaint.'

Responses to my provisional decision

Mr T responded in some detail, which I won't set out in full here. In summary, Mr T said:

- This was an annual renewal which meant that he had to complete forms because the guidance had changed from the previous year.
- They provided correct medical information each year in accordance with the guidance they were given.
- Their claim isn't for reimbursement of medical costs.
- Rock has attempted to resist payment of their claim at every turn.
- Mr T's professional background means that he knows what he completed and why.

We didn't receive a response from Rock.

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 wasn't the underwriter of Mr and Mrs T's policy and isn't responsible for the underwriter's handling or settlement of their claim. So, it wasn't Rock who decided on what terms to settle Mr and Mrs T's claim.

It's not relevant to this complaint that Mr and Mrs T's claim didn't include a claim for reimbursement of medical costs or that other insurers would charge different premiums.

Mr and Mrs T's complaint about the underwriter has been dealt with separately and the outcome of that has been referred to above.

The central issue for me to decide in this complaint is whether Rock misled Mr and Mrs T about the medical information they needed to provide to the underwriter.

I've looked again at the evidence on both sides. On one side, there's Mr T's recollection of what he was asked by Rock in July 2022. I've noted all that's been said and Mr T's professional background. I'm sorry that Mr T found my comments about his recollections insulting – that was not my intention. I think it's valid to take into account the context of Mr T's recollection.

On the other side, there's the information Rock has provided about what it asked Mr and Mrs T. On balance, I prefer the information provided by Rock. I think it's more likely

than not that Rock asked Mr and Mrs T about medical conditions in the previous two years. That's consistent with the requirements of the underwriter of Mr and Mrs T's policy.

For the reasons I've explained, both above and in my provisional decision, I don't think that Rock misled Mr and Mrs T about the information the underwriter required.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T and Mr T to accept or reject my decision before 24 April 2024.

Louise Povey

Ombudsman