

## **The complaint**

Mr H is unhappy with the service he received from Rock Insurance Services Limited ('Rock') when querying whether something was covered under his travel insurance policy.

## **What happened**

Mr H took out a single trip travel insurance policy in February 2024 ('the policy'). Rock administers the policy on behalf of the underwriter.

Shortly after buying the policy, Mr H contacted Rock to see whether concert tickets are covered under the policy. He was told that they weren't. He then followed this up with a further call, and emails, asking Rock to confirm where in the policy terms and conditions this is stated.

He was ultimately referred to pages 23 to 25 of the policy terms and conditions which set out what was covered if Mr H had to cancel this trip. He was told if a scenario isn't mentioned, it isn't covered.

Mr H wasn't happy with the information provided by Rock and after Rock issued its final response letter dated March 2024, he complained to the Financial Ombudsman.

Rock offered £10 to settle his complaint which was declined by Mr H. Our investigator looked into what happened and didn't think that Rock representative fully explained over the phone why concert tickets weren't covered. And Mr H should've been referred to somebody who could provide further details. However, our investigator thought the £10 now offered by Rock was fair and reasonable to put things right in this case.

Mr H disagreed and requested an Ombudsman's decision. He thought £50 would be fair compensation. I issued my provisional decision in April 2024 explaining why I intended to direct Rock to pay £50 compensation. Both parties responded, agreeing to my provisional 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.

That includes Principle 12 of the Financial Conduct Authority's Principles for Businesses ('the Consumer Duty') which says a firm must act to deliver good outcomes for retail customers (such as avoid causing foreseeable harm) and businesses be proactive in delivering good customer outcomes including consumer understanding and consumer support.

I'm satisfied that Rock should've better handled Mr H's query about whether concert tickets were covered under the policy.

As Mr H stated in one of the calls with Rock that I've listened to, the cancellation section of

the policy terms and conditions provides cover for “pre-paid charges” if a trip is cancelled for stipulated reasons.

Looking at the policy terms and conditions, pre-paid charges are defined as:

Charges you have paid before you travel, or are contracted to pay for, **including but not limited to** the following:

car hire, car parking, airport accommodation, airport lounge access, kennel and cattery fees, excursions, green fees and ski school fees, lift passes and hired sports equipment. **(my emphasis)**

So, I can see why Mr H was questioning whether concert tickets also amounted to ‘pre-paid charges’.

To be clear, I’m not making any finding on whether concert tickets were ‘pre-paid charges’ although Mr H has said that “on each enquiry I made I was told that I wasn’t covered for what I was”. But ultimately, I don’t think Rock fully understood Mr H’s query so instead of referring this query to the underwriter or the claims team for further assistance (as it accepts it should’ve done in the final response letter), Mr H was left with the uncertainty of not knowing whether concert tickets were covered and not being given a satisfactory explanation by Rock as to why they weren’t. I don’t think that’s fair and reasonable, and I’m satisfied this impacted Mr H.

I’m not persuaded that £10 compensation fairly reflects the distress and inconvenience Rock caused Mr H here. I think £50 more fairly reflects the frustration and uncertainty Rock caused Mr H and the unnecessary inconvenience of having to enquire about whether concert tickets were covered on several occasions.

### **Putting things right**

I direct Rock to pay Mr H a total of £50 compensation for distress and inconvenience.

### **My final decision**

I uphold this complaint to the extent set out above and direct Rock Insurance Services Limited to put things right as set out above. Under the rules of the Financial Ombudsman Service, I’m required to ask Mr H to accept or reject my decision before 11 June 2024.

David Curtis-Johnson  
**Ombudsman**