

## **The complaint**

Miss H has complained that Rock Insurance Services Limited wrongly advised that her annual travel insurance policy would automatically renew.

## **What happened**

Miss H's annual policy was due to expire and so she rang Rock on 14 March 2024 to renew it. She was told by the adviser that it would auto-renew, for the same premium and with no changes, by 28 March 2024. On that date, having noticed that no payment had left her account, she rang Rock again. This time she was told that it hadn't renewed because her payment card had changed. She was offered the opportunity to go through a new quote at that time, which she didn't have time to do. She subsequently took out cover with an alternative provider.

In response to the complaint, Rock explained that the policy could not have been auto-renewed due to having been originally purchased via a travel agent.

After the complaint had been referred to this service, Rock said it would like to offer £50 for the shortcomings in its service.

Our investigator recommended that Rock should pay £150 compensation to Miss H for trouble, upset and inconvenience.

Rock disagrees with the investigator's opinion and so the complaint has been passed to me for 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.

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 acting in good faith and avoid causing foreseeable harm).

I'm satisfied that Rock should have better handled Miss H's query about the renewal of the policy.

Rock accepts that Miss H was given the wrong information when she rang on 14 March 2024. But it says that the policy would never have been able to auto-renew. So, had she been given the correct information on that date, she would have ended up having to go through a new quote anyway.

However, as well as being given incorrect information on 14 March 2024, she was also given incorrect information on 28 March 2024. Although Rock has said that its adviser on that date correctly informed her that policies bought via the travel agent do not renew automatically, I do not find that to be the case. Having listened to the call, the adviser instead leads her to

believe that the reason the auto-renew didn't go through was likely because her payment card details had changed. So, she questions why she wasn't contacted so that she could provide updated details to prevent the auto-renew from failing. She believes that she is only being asked to go through a new quote – which would entail a longer conversation with her having to provide health details about herself and her children that she didn't have to hand – as a result of the auto-renew failing to go through. She is therefore frustrated at the apparent lost opportunity of avoiding that time-consuming process. She also becomes aware that the cost might change at this time, where she had previously been told that the auto-renew premium would stay the same.

I note that, whilst Rock said in its final response letter that it was disappointed in the level of customer service provided, it did not offer an apology or compensation at that time. Due to that inadequate response, Miss H has escalated her complaint to this service, which has caused her extra time, trouble and inconvenience.

Rock says that Miss H was sent a number of reminder emails between 28 February 2024 and 21 March 2024 advising her that the policy was due to expire and that she might wish to renew it. It says that, as a premium was not debited, it was unreasonable for her to believe her policy had renewed.

I accept that she was sent renewal emails. The first couple, sent in February 2024, are probably what prompted her to call on 14 March 2024 to undertake the renewal, only to be told that she didn't need to do anything. Having had that conversation, I think it was reasonable that she put more weight on what she'd been told rather than on further automated emails. Whilst the emails might have given her pause for thought, it's understandable that she would wait to see what happened on the planned renewal date. And she didn't believe the policy had renewed. She rang Rock on 28 March 2024 because she could see that a premium hadn't been taken, despite a previous assurance that it would be.

I take Rock's point that, because auto-renewal was not a feature of the policy, Miss H would have needed to go through a new quote anyway, including providing updated medical information. However, looking at everything that happened, I consider that £150 is a reasonable amount to compensate Miss H for the distress and inconvenience caused.

### **My final decision**

For the reasons set out above, I uphold the complaint and require Rock Insurance Services Limited to pay £150 compensation for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 18 October 2024.

Carole Clark  
**Ombudsman**