

## **The complaint**

Mr V is unhappy that Rock Insurance Services Limited mis-sold him an annual multi-trip travel insurance policy covering the period end of September 2023 to end of September 2024 ('the policy').

## **What happened**

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

When selling the policy, Rock had an obligation to provide clear, fair and not misleading information about the main terms of the policy.

Rock accepts that it provided the wrong information during the sales call; it said (for the purposes of the policy) a country I'll refer to as 'M' is covered under 'Europe', which led to a 'Europe' annual multi-trip travel insurance policy being sold. However, M isn't listed as a country under the definition of Europe in the policy terms.

So, I've thought about the impact this error had on Mr V and what Rock should reasonably do to put things right.

In its final response letter Rock apologised and offered to refund the premium paid for the policy if no claims had been made on the policy (and no claims were intended to be made).

Since Mr V brought a complaint to the Financial Ombudsman Service, Rock also offered to pay interest on any premium refunded from the date the premium was paid to the date the offer was made to refund the premium (should Mr V confirm that no claims were made on the policy). And it has more recently agreed to pay interest up to the date of refunding the policy premium if no claims had been made on the policy. It also offered to pay Mr V compensation in the sum of £50.

Mr V discovered the error when the policy was due to renew. I can understand his upset of discovering that the policy didn't cover him for M, particularly as he'd travelled there multiple times during the policy year and he had pre-existing medical conditions which he may have needed treatment for whilst abroad. I accept this would've come as a shock given the information given during the initial sales call. However, in its final response letter Rock did assure Mr V that any claim relating to trips to M during the policy year would've been handled appropriately given the misinformation provided.

I know Mr V says the compensation amount should be higher, but I'm satisfied £50 compensation fairly reflects the distress he experienced upon being notified that the policy didn't cover trips to M.

Rock says as it was told during the sales call that Mr V's only intended trips were to M throughout the duration of the policy, so it's offered to refund the premium with interest. That's notwithstanding whether he did travel to another destination during the policy term.

I think its offer to refund the premium paid for the policy together with interest (on the basis that Mr V confirms that no claims had been made on the policy and none are intended) is fair and reasonable.

### **Putting things right**

I direct Rock to pay Mr V £50 compensation for distress and inconvenience.

In addition to this, on the basis that Mr V confirms to Rock within 21 days from the date of accepting this final decision that no claims were made on the policy (and he isn't intending to make a claim on the policy which ended at the end of September 2024); I direct Rock to refund the premium paid for the policy together with 8% simple interest per year from the date the premium was paid to the date of settlement (as Rock has now agreed to do).

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

### **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 V to accept or reject my decision before 9 April 2025.

David Curtis-Johnson  
**Ombudsman**