

## **The complaint**

Miss D is unhappy with the service she received from Rock Insurance Services Limited, the administrator of her travel insurance policy ('the policy'), after the policy was taken out.

## **What happened**

Miss D applied for the policy. She was due to travel a few days later on 14 April 2025, and the policy was due to start on that date.

Early on 13 April 2025 (a Sunday) – after the policy had been applied for – Miss D emailed Rock to ask whether she could add a medical condition to her policy. She said she'd been prescribed anti-biotics by her GP, and she'd completed the course on 7 April 2025. When applying for the policy, she didn't know what to class this as. She'd been feeling unwell with chills, a dry cough and tiredness and wondered whether this should be classed as 'a virus'.

Rock replied on 15 April 2025 (after Miss D had travelled abroad) to say it couldn't amend policies by email due to the amount of specific information it required. Miss D was asked to contact Rock by telephone. A number was provided to call. She did this on 7 May 2025, but the call dropped shortly into the call. Neither party called each other back. Miss D called Rock again on 9 May 2025 about the medical declaration and was asked to contact her GP to confirm the diagnosis made. Miss D was still abroad at that time so she said that would be difficult.

Further calls took place over the next several days. Miss D wanted to ensure that the policy was valid despite having completed a course of antibiotics shortly before applying for the policy and travelling abroad and not declaring this when applying for the policy.

Miss D returned to the UK on 15 May 2025. By that stage, Rock hadn't confirmed whether the policy was valid or the impact of her not declaring that she'd taken antibiotics. At the end of May 2025, the policy was cancelled from inception and the premium Miss D paid for it was refunded.

Miss D was unhappy about the way she was treated by Rock. It looked into her concerns and, ultimately, concluded that she should've received better service. It apologised, said internal feedback would be given and offered her £25 compensation.

Miss D brought her complaint to the Financial Ombudsman Service. Our investigator initially recommended Rock pay £200 compensation (including the £25 it offered). Rock disagreed and raised further points in reply. It said that there had been flaws in its initial investigation, and some of the failings it had identified in the final response weren't accurate and so, the impact on Miss D wasn't significant.

Our investigator reviewed everything again and changed his recommendation. He said Rock should pay £100 (inclusive of its offer of £25) to put things right.

Rock disagreed and Miss D raised points in response. So, this complaint has been passed to me to consider everything afresh to decide.

## **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.

For the reasons set out below, I uphold this complaint. I'll be directing Rock to pay Miss D £100 compensation to reflect the impact its errors had on her.

I'm satisfied that it wasn't unreasonable for Rock to reply within two working days to Miss D's query about adding a medical condition to the policy.

There was nothing in her email to suggest that this request was time sensitive. And further, if Miss D was unclear about what to class her condition as (or had any queries about the medical declaration) when applying for the policy, I think it's reasonable to have expected her to raise any queries when applying for the policy. So, I don't think it would be fair and reasonable to hold Rock responsible for Miss D travelling with an outstanding query about whether a medical condition could be added to the policy.

When Miss D did speak to Rock's representative on the phone, once abroad, I also think it's reasonable that she was informed that the policy was unable to be amended and medical condition added whilst she was travelling, particularly without confirmation of diagnosis. That isn't uncommon.

However, it's clear from the calls I've listened to that Miss D was concerned that cover may be affected because she didn't disclose completing a course of anti-biotics shortly before applying for the policy and travelling abroad.

Rock accepts that it missed an opportunity to give Miss D clear information that by having an undiagnosed condition at the point of buying the policy or failing to declare the condition, cover couldn't be provided for anything directly or indirectly related to this condition.

Rock also needed to check with the underwriter about whether the policy should've been offered at all and whether it was null and void. However, I do think this could've been handled better and she should've been given clearer information during one of the calls.

A message was left for Miss D to urgently contact Rock on 13 May 2025, and when she did so the following day, there wasn't any substantive development to report. She was asked for information she'd previously given. She was also told on 14 May 2025 that Rock should hear back from the underwriter within the next day or so. But she wasn't told of the underwriter's decision until the end of May 2025. I think this would've been frustrating.

Miss D says that she was worried about whether she was covered under the policy whilst abroad, which I understand. However, I'm not persuaded that it would be fair to hold Rock responsible for this, overall.

It had responded – in my view, reasonably promptly in the circumstances - to her original email query. Miss D didn't contact Rock until over three weeks later. Although, Rock should've done more once contacted by telephone to manage her expectations, the holiday was nearing its end by that time. And, ultimately, if she'd been told that she may not be covered under the policy, after she'd contacted Rock by phone, I'm not satisfied this would've alleviated her worry.

I also think it's very unlikely that she would've been able to obtain alternative travel insurance cover at that stage for her holiday as it's a common condition of travel insurance policies that a trip needs to start and end in the UK to be covered.

However, I do think it's likely to have reduced the number of times she needed to contact Rock and would've avoided receiving some confusing information.

I'm satisfied that £100 compensation fairly reflects the unnecessary distress, confusion, frustration and inconvenience she experienced.

### **My final decision**

I uphold this complaint to the extent set out above, and direct Rock Insurance Services Limited to pay Miss D £100 compensation for distress and inconvenience (inclusive of the £25 offered in its final response, if this has already been paid).

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss D to accept or reject my decision before 16 January 2026.

David Curtis-Johnson  
**Ombudsman**