

## **The complaint**

Ms V has complained about the actions of Rock Insurance Services Limited.

## **What happened**

The background to this complaint is well known to the parties so it serves no purpose for me to repeat the details in full here.

In summary Ms V took out a travel insurance policy online in May 2025. In July 2025 she called to update her medical declaration – her doctor had changed the diagnosis of endometriosis to chronic pelvic pain. Ms V called to advise Rock, but it was unable to screen the condition and asked for medical evidence of the underlying cause.

Ms V felt that this was unreasonable and also complained that the adviser wouldn't give a reference number for the call. She said that the issue caused her significant distress. When Rock didn't uphold her complaint, she referred it to our service. The investigator didn't recommend that it be upheld.

Ms V appealed. She felt that principles of natural justice had been violated as she wasn't given an opportunity to comment on Rock's evidence before the assessment was issued. The investigator explained the process and sent all the documentation and evidence to Ms V. Ms V made no further comments on the evidence.

As no agreement has been reached the matter has been passed to me to determine.

## **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.

I'm aware I've summarised the background to this complaint. No discourtesy is intended by this. Instead, I've focused on what I find are the key issues here. Our rules allow me to take this approach. It simply reflects the informal nature of our service as a free alternative to the courts. If there's something I haven't mentioned, it isn't because I've ignored it. I've fully reviewed the complete file and having done so I agree with the conclusion reached by our investigator. I'll explain why.

- The relevant regulator's rules say that insurers must pay due regard to the interests of its customers and treat them fairly. They must act to deliver good outcomes for retail customers. So I've considered, amongst other things, the law; the regulatory rules and the available evidence, to decide whether I think Rock treated Ms V fairly.
- I've listened to the call Ms V had with Rock's adviser. It is clear that they tried to enter the new condition but explained that they would need to ask the medical team because chronic pelvic pain wasn't listed. The adviser explained that they would need to know the underlying cause to effectively screen under the policy and asked Ms V to confirm the underlying cause of her chronic pelvic pain. I think that was

reasonable.

- I note that the medical team later advised that as a best fit option chronic pelvic pain could be screened under Pelvic Inflammatory Diseases. Rock recognised that this wasn't Ms V's exact diagnosis but said that it was the closest match in its system to gauge the risk level presented and to ensure that Ms V was covered. Again I find that was fair. It is for Rock to determine what risks it will undertake and what information it requires to classify the risk. For the avoidance of doubt, I don't find that Ms V was directed to mis-declare medical facts.
- Ms V has also complained that the adviser refused to provide a reference number. She considers this to be a fundamental failure of professional accountability. I don't agree. Whilst the adviser said that there was no call reference available, he gave his name and explained that the recording would be available on request within 30 days. This information was correct and in line with Rock's processes.
- Rock gave Ms V the option of a re-screening or to cancel the policy and receive a full refund. It explained that a refund would be split into a pro-rata refund and a good will refund meaning that the whole premium would be refunded. Ms V opted to receive a refund and Rock explained how this would be paid. It aimed to process the refund within 14 days. I note Ms V complains this this was later extended to 28 days – which I accept would have been frustrating. But overall I don't find that 28 days would have been an unreasonable timeframe in which to refund the premium. It follows I don't find that interest is due to Ms V.
- I'm sorry to note that Ms V found the situation distressing and that my decision will bring her unwelcome news. But having considered all the circumstances I don't find that Rock treated Ms V unfairly, unreasonably or contrary to regulation or law. This being so there is no basis for me to require it to make any payment to her or to issue her an apology.

### **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 Ms V to accept or reject my decision before 9 April 2026.

Lindsey Woloski  
**Ombudsman**