



<u>Decision Ref:</u>	2020-0182
<u>Sector:</u>	Insurance
<u>Product / Service:</u>	Household Contents
<u>Conduct(s) complained of:</u>	Claim handling delays or issues Dissatisfaction with customer service
<u>Outcome:</u>	Rejected

LEGALLY BINDING DECISION OF THE FINANCIAL SERVICES AND PENSIONS OMBUDSMAN

On **4 April 2018** the Complainant incepted a contents only home insurance policy with the Provider.

The Complainant's Case

The Complainant telephoned the Provider on **11 July 2018** and registered a claim in respect of a damaged television, which he suspected had fallen due to vibrations from the sound system.

The Provider's Loss Adjusters called to the Complainant's property at 1pm on **24 July 2018**. In this regard, the Complainant notes that the Loss Adjusters *"called to my family home without a proper ID but a piece of square plastic with photo and name which have nothing to do with [the Provider]"*. The Complainant had to telephone the Provider offices in order to confirm the identity of the Loss Adjusters, who he submits then *"started behaving arrogant, insulting and disrespectful. I was undermined and accused, that I was doing [this] for a reason, playing games and acting. I was amazed as I was being insulted and harassed in my own home, his line of questioning has nothing to do with the claim"*.

In addition, in order to assess his claim further, the Provider requested for the Complainant to furnish it with invoices for electricity and gas consumption, internet connection and monitored alarm from 1 January 2018 in the address of his insured property, a copy of his passport and confirmation of the name of the company that he is a company director of, together with the company registration number, and a copy of the original receipt for the damaged television. In this regard, the Complainant submits that this request for documentation *"is not valid and has nothing to do with my claim"*.

The Complainant notes that the Provider's Loss Adjusters "*visited my house to establish that it is a legitimate claim and my TV is broken*" and submits that as a result of the way he was treated during this site visit, "*I have suffer anxiety, stressed and bias unfair accusation. I was home for two weeks due to sudden pain I suffered due to stress*". As a result, the Complainant is "*looking for compensation and all monthly payments I have made to [the Provider] since inception of my policy refund to me*".

The Provider's Case

Provider records indicate that the Complainant incepted a contents only home insurance policy with the Provider on 4 April 2018. As part of the application process, the Complainant confirmed that the risk address, an apartment, was his private residence, full time occupied by himself and his family for residential purposes and that it was not used for any business or professional purposes.

The Provider notes that the Complainant first contacted its Claims Department by telephone on 11 July 2018 to query the type of accident he would be covered for, should something happen to his television. The Agent asked if something had already happened to the television, however the Complainant initially advised that he was just making an enquiry. At the time, he was reluctant to answer routine questions and would not provide the exact circumstances of any loss that may have occurred. The Complainant telephoned the Provider a second time, later that same day, and advised that the television had fallen.

In order to register a claim, the Agent needed to take further information from the Complainant with regards to the exact circumstances of the accident, however he was not forthcoming in providing details. Given his reluctance to answer routine questions put to him regarding the exact circumstances of any loss that may have occurred, the Provider advised that it would be assigning members of its in-house loss adjusting team, to investigate the claim.

During the site visit on 24 July 2018, the Complainant was unsure as to what had caused the television to fall. He informed the Loss Adjusters that it had fallen from its standing position on the windowsill whilst he was watching a World Cup soccer match. He later suggested that the television may have fallen due to vibrations caused by the surround sound system, despite the fact that no surround sound equipment such as an amplifier, sub-woofer, satellite speakers etc. were attached to the television or present at the time of the Loss Adjusters' site visit. In addition, the Complainant also advised that he did not have a contract with any television or media providers and that he had been streaming the match to the television via the internet, however he was not able to advise who his internet service provider was and no streaming equipment was identified at the property.

The Complainant advised that he was at that time watching CNN News Live, however when the Loss Adjusters inspected the TV, it was evident that a USB hard drive was connected to the television and it appeared to be playing a pre-recorded show. No internet streaming box or device was observed.

The CNN News channel which the Complainant advised was being streamed live, displayed the time of 7:00 pm Pacific time / 10:00 pm Eastern time, as photographed by the Loss Adjusters. This would have meant that the Loss Adjusters visited the Complainant's property at 3:00 am GMT, which was not the case.

During the course of the investigation, the Loss Adjusters raised some genuine concerns with regard to the occupancy arrangements of the insured property as they felt there was a lack of personal possessions that one would expect to see if an apartment was full time occupied by a family of two adults and three children. In addition, a property associated with the Complainant's mobile telephone number was listed on the public website www.*****.ie, dated 29 June 2018, advertising that rooms were available to rent and that the "Apartment is not owner occupied". The photographs associated with this advert correspond with the property that the Loss Adjusters attended on 24 July 2018.

The Loss Adjusters were also concerned that some form of business activity may have been ongoing at the property given that a public internet search identified a company, C. S. S., with a registered address for the risk address on the Complainant's home insurance policy. The Complainant's name and address is featured on this company's website and his email address, the one that he had used to correspond with the Provider throughout, also contains the company title. In addition, a photograph of the property itself features on the C. S. S. company Facebook page.

Furthermore, the Loss Adjusters advised the Provider that they witnessed no evidence of a monitored burglar alarm at the Complainant's property, despite the fact that he had received the benefit of a premium discount based on his having confirmed that he had a monitored burglar alarm at policy inception, just three months previously. The Complainant has since furnished evidence of fire and smoke alarms as part of this complaint process, however he has to date failed to produce evidence of a monitored burglar alarm.

Following this site inspection, and in light of the potential policy indemnity issues, the Loss Adjusters emailed the Complainant on **1 August 2018**, as follows:

"We refer to our meeting on 24 July 2018. We note that you have submitted a claim for Accidental damage to your [Brand] television. Your policy includes Accidental damage to contents but excludes accidental damage when any part of the building is used by tenants or paying guests, or if there is business or professional use, in that part of the building which the public have access to.

To enable us to consider the application of policy cover further it will be necessary for us to confirm that your home is not occupied by tenants or paying guests. To assist in this regard we would be grateful to receive the following:

- *Invoices for electricity and gas consumption from 1 January 2018 until to date*
- *Invoices for internet connection from 1 January 2018 until to date*

/Cont'd...

- *Invoices for the monitored alarm. Your Policy is subject to Endorsement HW2C – Security monitored alarm. (You have been given a premium discount on the basis that you have an approved monitored alarm)*
- *Proof of identity in the form of a copy of your Passport*
- *Please confirm the name of the company that you are a company director of together with its company registration number*
- *Please provide a copy of the original receipt for the damaged television”.*

The Loss Adjusters requested these documents as they had concerns about the occupancy of the property and that some form of business activity may have been ongoing there, which would invalidate the Complainant’s policy.

The Complainant has to date failed to provide the requested documentation necessary in order for the claim assessment to proceed. As a result, the Provider has been unable to verify the validity of the claim. Despite its concerns, the claim has not been declined at this stage and the Provider remains anxious to formally conclude the matter for the Complainant, should he be in a position to supply satisfactory documentation in line with its request of 1 August 2018.

The Provider cancelled the Complainant’s home insurance policy from 14 September 2018, in line with the policy terms and conditions. In this regard, the Provider wrote to the Complainant by way of registered post, dated **31 August 2018**, as follows:

“We have been advised that during your recently submitted claim we sought some additional information from you, this was also addressed during your complaint (Ref: xxxxxx) which was not upheld.

We have been further advised that this information has not been received within the requested timeframe.

As this information has not been received, we are not in a position to continue cover under this policy.

*In accordance with the policy term; Cancelling the policy, which states;
We may cancel the policy (or any section) by giving you 14 days notice by registered post to your last known address.*

We wish to advise that all cover will cease with effect from midnight 14/09/2018”.

This was also sent to the Complainant by email on **5 September 2018** as the Provider had received confirmation from An Post that its earlier registered letter was “not called for” by the Complainant, and it was subsequently returned to the Provider on 10 September 2018.

/Cont’d...

The Provider is satisfied that it furnished the Complainant with the required cancellation notice, as per the policy terms and conditions, and a refund of €6.87 issued to his bank account on 18 September 2018, with a letter confirming same sent to his home address on that date.

The Provider had also requested from the Complainant a detailed report from a suitably qualified technician who had physically inspected his damaged television. This is standard practice when dealing with any claim for loss or damage to an item. Such a report should confirm the make and model of the television, the type of damage sustained, confirmation that this damage was caused by a fall as described by the Complainant, an estimate for repair costs and if not repairable, an estimate for the cost of a replacement television of similar specifications.

The Complainant submitted a document that states

“Customer was advised to purchase new T. V. as cost of repair would not be worth it on a 4 year old T. V. vs buying a modern T.V.”.

This document is not dated or signed and there is no indication of who the writer was. It was not therefore sufficient to show that the television needed to be replaced. The Complainant has since submitted a purchase receipt for a television as part of this complaint process. In this regard, whilst the receipt is difficult to read, the Provider notes that it is clear that it was a receipt for a [Brand 2] product, whereas the television which was the subject matter of the claim was a [Brand] TX-50as520b.

The Provider notes that the Complainant also complains that the Loss Adjusters treated him unfairly and with disrespect when they called to his property on 24 July 2018. The Provider, however, is satisfied that its Loss Adjusters behaved professionally and appropriately towards the Complainant at all times throughout the course of the claim investigation.

In this regard, the Provider advised the Complainant by telephone on 20 July 2018 that Mr R. had been assigned to investigate his claim. Mr R. then spoke with the Complainant later that same day and a site visit was arranged for 2 pm on 24 July 2018. Mr R. advised that a second claims investigator would be accompanying him and that he would telephone the day before to confirm that all was in order for the meeting to proceed.

Mr R. telephoned the Complainant on 23 July 2018 to ask if he was agreeable to bringing the meeting forward by one hour. He explained that the meeting would take approximately 40 minutes and confirmed again that a second claims investigator would be in attendance. The Complainant agreed to this request and the site visit was rescheduled for 1 pm the next day.

Prior to his arrival, Mr R. telephoned the Complainant once again on the morning of 24 July 2018 in order to confirm that he was both agreeable and available for the meeting. The appointment was agreed with the Complainant however, despite the appointment having been prearranged with his agreement, the Complainant was initially unwilling to allow the Loss Adjusters access to his property to take a statement.

/Cont'd...

In this regard, when the Loss Adjusters arrived at the property on time, the Complainant refused entry to the apartment unless the Loss Adjusters presented identification. Each presented ID cards confirming their name and photograph. For security reasons, these ID cards do not contain Provider branding. As a result, the Complainant refused entry and prevented the commencement of the site visit, despite his having spoken with Mr R. by telephone on three occasions beforehand.

In a bid to allay his concerns, the Loss Adjusters showed the Complainant several items of Provider branded stationery, such as leather portfolio covers embossed with Provider branding, Provider branded notepads and pens, business cards and Provider branded neck lanyards which the ID cards were affixed to. Mr R. also showed the Complainant his driver's licence. The Complainant persisted with his refusal to allow the Loss Adjusters commence the site visit, which they considered unusual as this was not something they had ever encountered in their professional capacity before. The matter was ultimately resolved when the Complainant telephoned the Provider's offices and the Loss Adjusters' identities were validated to his satisfaction and the site visit went ahead.

The Provider is satisfied that the recordings of the telephone calls and the audio recordings of the Loss Adjusters' interview with the Complainant on 24 July 2018 demonstrate that the Complainant was at all times treated with the upmost respect and courtesy and that he was offered every assistance in order to progress his claim.

In conclusion, the Provider is satisfied that its concerns in relation to the Complainant's cover are justified, based on the evidence it has obtained to date. The Provider notes that utmost good faith is a fundamental principle of every insurance contract and it obliges both parties to the contract to disclose all material information in relation to that contract. In this regard, the crux of the matter remains that the Complainant has not complied with the General Condition of the applicable home insurance policy document that states:

"You must: ...

- *within 30 days of any event, provide all details, documents, proof of ownership and value, information and help which we may need".*

The Provider says that because the Complainant has, to date, failed to provide the documentation necessary in order for the claim assessment to proceed, as requested by the Loss Adjusters by email on 1 August 2018, the Provider has been unable to verify the validity of his claim. Despite its concerns, the Provider notes that the claim has not been declined at this stage and it remains keen to formally conclude the matter for the Complainant, should he be in a position to supply the documentation previously requested, in accordance with the terms and conditions of his home insurance policy.

/Cont'd...

The Complaint for Adjudication

The Complainant's complaint is that the Provider's Loss Adjusters treated him unfairly and with disrespect when they called to his property on 24 July 2018. In addition, the Complainant also complains that the Provider has inappropriately requested documentation that is not relevant to its assessment of his home insurance claim.

Decision

During the investigation of this complaint by this Office, the Provider was requested to supply its written response to the complaint and to supply all relevant documents and information. The Provider responded in writing to the complaint and supplied a number of items in evidence. The Complainant was given the opportunity to see the Provider's response and the evidence supplied by the Provider. A full exchange of documentation and evidence took place between the parties.

In arriving at my Legally Binding Decision I have carefully considered the evidence and submissions put forward by the parties to the complaint. Having reviewed and considered the submissions made by the parties to this complaint, I am satisfied that the submissions and evidence furnished did not disclose a conflict of fact such as would require the holding of an Oral Hearing to resolve any such conflict. I am also satisfied that the submissions and evidence furnished were sufficient to enable a Legally Binding Decision to be made in this complaint without the necessity for holding an Oral Hearing.

A Preliminary Decision was issued to the parties on **15 April 2020**, outlining the preliminary determination of this office in relation to the complaint. The parties were advised on that date, that certain limited submissions could then be made within a period of 15 working days, and in the absence of such submissions from either or both of the parties, within that period, a Legally Binding Decision would be issued to the parties, on the same terms as the Preliminary Decision, in order to conclude the matter.

Following the consideration of additional submissions from the parties, the final determination of this office is set out below.

On **4 April 2018**, the Complainant incepted a contents only home insurance policy with the Provider. On **11 July 2018** he phoned the Provider and registered a claim in respect of a damaged television. As part of its claim assessment, the Provider's Loss Adjusters met with the Complainant at his property on **24 July 2018**.

Following this site visit, the Loss Adjusters emailed the Complainant on **1 August 2018**, advising that in order for the Provider to assess his claim further, he was required to furnish invoices for electricity and gas consumption, internet connection and monitored alarm from 1 January 2018, in the address of his insured property. He was also ask for a copy of his passport and confirmation of the name of the company that he is a company director of, together with the company registration number, and a copy of the original receipt for the damaged television.

/Cont'd...

The Complainant's complaint is that the Provider's Loss Adjusters treated him unfairly and with disrespect when they called to his property on 24 July 2018. In addition, the Complainant also complains that the Provider has inappropriately requested documentation that is not relevant to its assessment of his home insurance claim.

I note that as part of its claim assessment, the Provider's Loss Adjusters met with the Complainant at his property on 24 July 2018. In this regard, the Complainant notes that the Loss Adjusters *"called to my family home without a proper ID but a piece of square plastic with photo and name which have nothing to do with [the Provider]"*. The Complainant had to telephone the Provider's offices in order to confirm the identity of the Loss Adjusters, who he submits then *"started behaving arrogant, insulting and disrespectful. I was undermined and accused, that I was doing [this] for a reason, playing games and acting. I was amazed as I was being insulted and harassed in my own home, his line of questioning has nothing to do with the claim"*.

I note from the documentary evidence before me that the Provider advised the Complainant by telephone on 20 July 2018 that Mr R. had been assigned to investigate his claim and that Mr R. himself then telephoned the Complainant later that same day and a site visit was arranged for 2 pm on 24 July 2018. I note that Mr R. advised the Complainant at that time that a second claims investigator would be accompanying him and that he would telephone the day before, in order to confirm that all was in order for the meeting to proceed.

I note that Mr R. then telephoned the Complainant on 23 July 2018 and asked if he could bring the meeting scheduled for the next day forward by one hour. The Complainant agreed to this request and the site visit was rescheduled for 1 pm. I also note that prior to his arrival, Mr R. telephoned the Complainant on the morning of 24 July 2018 to confirm that he remained both agreeable and available for the meeting later that day at 1 pm.

I note that when the Loss Adjusters arrived at 1 pm on 24 July 2018, the Complainant refused entry to his apartment unless they presented identification. Each of them presented ID cards confirming their name and photograph, though I note that the Provider advises that these ID cards did not, for security reasons, contain Provider branding. The matter was ultimately resolved when the Complainant telephoned the Provider's offices and the Loss Adjusters' respective identities were validated to his satisfaction. At that point, the site visit then went ahead as planned.

I note that the Complainant telephoned the Provider later on **24 July 2018** to complain that the Loss Adjusters had earlier treated him unfairly and with disrespect when they had called to his property. I have listened to a recording of this telephone call and note that the Agent acknowledged that one of the Loss Adjusters had asked the Complainant during the initial conversation concerning identification, *"are you playing a game?"* I also note that the Agent advised the Complainant that this comment was made in the context that the Loss Adjusters had considered it *"slightly unusual to encounter that level of resistance, especially when the call was set up in advance"*.

/Cont'd...

In this regard, I am mindful that one of the Loss Adjusters, Mr R., had previously spoken directly with the Complainant by telephone on 20 July 2018 to arrange the site visit in advance, for 2 pm on 24 July. Mr R. then spoke to the Complainant again by telephone on 23 July, to reschedule the next day appointment to 1 pm, and spoke with him again on 24 July to confirm the meeting, prior to visiting the property. I am also mindful that Mr R. and his colleague then arrived to meet with the Complainant at the agreed time.

In addition, I have listened to the audio recordings of the Loss Adjusters' interview with the Complainant during the site visit on 24 July 2018 and I am satisfied that this evidence does not bear out the Complainant's recollection of the event. In this regard, I am satisfied that the Loss Adjusters asked the Complainant questions that were relevant and necessary in order to try and ascertain how the damage to his television had occurred and also to validate the policy of insurance.

I note from the documentary evidence before me that the Loss Adjusters subsequently emailed the Complainant at 08:52 on **1 August 2018**, as follows:

"We refer to our meeting on 24 July 2018. We note that you have submitted a claim for Accidental damage to your [Brand] television. Your policy includes Accidental damage to contents but excludes accidental damage when any part of the building is used by tenants or paying guests, or if there is business or professional use, in that part of the building which the public have access to.

To enable us to consider the application of policy cover further it will be necessary for us to confirm that your home is not occupied by tenants or paying guests. To assist in this regard we would be grateful to receive the following:

- *Invoices for electricity and gas consumption from 1 January 2018 until to date*
- *Invoices for internet connection from 1 January 2018 until to date*
- *Invoices for the monitored alarm. Your Policy is subject to Endorsement HW2C – Security monitored alarm. (You have been given a premium discount on the basis that you have an approved monitored alarm)*
- *Proof of identity in the form of a copy of your Passport*
- *Please confirm the name of the company that you are a company director of together with its company registration number*
- *Please provide a copy of the original receipt for the damaged television".*

In this regard, the Complainant complains that this request for documentation *"is not valid and has nothing to do with my claim"*.

/Cont'd...

I note, however, that the Provider has advised that its Loss Adjusters requested these documents as they had concerns about the occupancy of the property and in particular, that some form of business activity may have been ongoing there at that time.

In this regard, I note that the Home Insurance Policy Statement of Fact that the Provider issued to the Complainant on **4 April 2018** with his policy documents provides, *inter alia*, as follows:

“THIS IS AN IMPORTANT DOCUMENT SO PLEASE READ IT IN FULL

The details on this ‘Statement of Fact’ are a record of the information supplied by you to us on 04/04/2018. This information is used to calculate your premium and the terms and conditions on which your policy is based.

*This Statement of Fact should be read in conjunction with your Schedule and Policy booklet and together they form the basis of your contract with [the Provider] who is the underwriter of your Home insurance policy. If any of the information shown on this **Statement of Fact is incorrect please call us immediately on 1890 XXXXXX as any changes may affect the premium quoted and/or the cover offered to you.***

Your Duty to Tell Us All Material Facts

The details shown in this Statement of Fact are as supplied to us by you, and should be examined to ensure that they are to the best of your knowledge and belief, true and complete. If they are not, you must inform us immediately. This is for your own protection as failure to disclose any material information may mean that your insurance cover may not protect you in the event of a claim, the policy may be cancelled and you may encounter difficulty purchasing insurance elsewhere ...

Property Details

You told us that the building (including any extensions, garage or other outbuildings):

- 1. is Full-time Occupied*
- 2. is occupied by you and your family solely for residential purposes*
- 3. is not used (full or part-time) for any business or professional purposes ...*

Protections

You told us that your property is: ...

- protected by a burglar alarm to EN50131 (old IS 199) standard and fitted by an NSAI (National Standards Authority of Ireland), EQA Ireland, Management Systems Certification Ltd, SSAIB or CerticCS approved installer holding a PSA (Private Security Authority) licence.*
- monitored 24 hours a day by the alarm company”.*

As a result, I am satisfied that (i) if the Complainant was renting out part or all of the apartment to another person or persons or (ii) if part or all of the apartment was being used to run a business from, either of these circumstances would invalidate his policy of insurance. In addition, I note that the Complainant had received a premium discount based on him having advised the Provider that the apartment was protected by a 24 hour monitored alarm.

The '**General policy conditions – all sections**' of the applicable home insurance policy document provides, *inter alia*, at pg. 22, as follows:

"Keeping to policy terms

1. *We will only make a payment under this policy if you keep to the following conditions ...*
 - a. *The answers in any proposal and declaration for this insurance must be true and complete as far as you know and the proposal and declaration form the basis of this contract.*
 - b. *You or any person on whose behalf you are making a claim must keep to the terms and conditions of the policy.*
 - c. *You must tell us all facts or material changes affecting the risk since inception of the policy or last renewal date (whichever is the later). If you do not do so, so your insurance cover may not protect you in the event of a claim, the policy may be cancelled and you may encounter difficulty purchasing insurance elsewhere".*

I have considered the documentary evidence before me, which includes evidence suggesting that on **29 June 2018** the Complainant advertised rooms available to rent at the property (on the public website www.****.ie) and that the "*Apartment is not owner occupied*", as well as evidence suggesting that the Complainant was running his company from the property. I am therefore satisfied that the Loss Adjusters' request for documentation was relevant to determining whether the Complainant had a valid policy of insurance in place with the Provider, at the time of the loss sustained.

In addition, the '**General policy conditions – all sections**' of the applicable home insurance policy document provides, *inter alia*, at pg. 22, as follows:

"Claims ...

2. *You must:*
 - *within 30 days of any event, provide all details, documents, proof of ownership and value, information and help which we may need".*

I am therefore satisfied that the Loss Adjusters' request for documentation from the Complainant was made in accordance with the policy terms and conditions.

/Cont'd...

I note that in his email to this Office at 10:11 on **25 November 2019**, the Complainant advised, *inter alia*, as follows:

"I submitted all relevant documents...yet my Policy was cancelled without my consent for no reason nor properly informing me and I still don't know why my insurance was then cancelled when it has got nothing to do with putting in for a claim".

The Provider cancelled the Complainant's home insurance policy with effect from **14 September 2018**. I note that the '**General policy conditions – all sections**' of the applicable home insurance policy document provides, *inter alia*, at pg. 23, as follows:

"Cancelling the policy

6. ... *We may cancel the policy (or any section) by giving you 14 days' notice by registered post to your last known address".*

In this regard, I note that the Provider wrote to the Complainant by way of registered post, dated **31 August 2018**, to advise, as follows:

"We have been advised that during your recently submitted claim we sought some additional information from you, this was also addressed during your complaint (Ref: xxxxxx) which was not upheld.

We have been further advised that this information has not been received within the requested timeframe.

As this information has not been received, we are not in a position to continue cover under this policy.

In accordance with the policy term; Cancelling the policy, which states; We may cancel the policy (or any section) by giving you 14 days notice by registered post to your last known address.

We wish to advise that all cover will cease with effect from midnight 14/09/2018".

Notwithstanding that this registered letter was returned to the Provider by An Post as "*not called for*", and noting that on 5 September 2018 the Provider also emailed a copy of this letter to the email address that the Complainant has used throughout the relevant time, to correspond with the Provider, I am satisfied that the Provider cancelled the Complainant's home insurance policy in accordance with its terms and conditions.

I note that the Provider has advised that despite its concerns, it has not formally declined the Complainant's claim, and that it remains keen to formally conclude the matter for him, should he be in a position to supply the documentation previously requested.

/Cont'd...

I am satisfied that, in the circumstances, this is a reasonable approach for the Provider to adopt. It will be a matter for the Complainant to now provide the documentation requested by the Provider in its email of 1 August 2018 (details of which are quoted above at Page 9 of this decision) if he wishes to pursue his claim further.

Having considered the documentary evidence before me, which includes documentation that the Complainant submitted to this Office in November and December 2019 as part of this complaint, I am satisfied that it was reasonable for the Provider to conclude that the Complainant had not yet furnished it with the specific documentation that it had requested.

In addition, in relation to his initial telephone call to the Provider on 11 July 2018, I note that in his email to this Office at 16:02 on **5 November 2019**, the Complainant submits, *inter alia*, as follows:

“[Provider] customer services, it was very difficult to get a general information of claim procedural and what is required, at that stage I was not ready to put in for a claim if its going to take very long time to process, affect my no claim bonus, excess money is too much, if it will affect my insurance premium by going up. As the information as in the policy was not clear to me, but as you hear [the Agent] was not willing to explain what is already writing on the insurance information document but instead profiled me and become suspiciously”.

In his later email to this Office at 10:11 on **25 November 2019**, I note that the Complainant also submits, *inter alia*, as follows:

“I noticed that all [Provider] answers to your questions seems are based on profiling me, suspicion, speculation, presumption with no benefits of doubt, concrete or direct Evidence nor facts, even after a physical visit to my family home. From the outset of my first call, I was picked on, I was threatened by [Provider] staff who said in the recording she will leave a NOTE on my file...when she would not give me the right information as requested...”

Having listened to the recordings of the telephone calls between the Complainant and the Provider in relation to this matter, I note that when the Complainant first telephoned the Provider on 11 July 2018 he wanted to make a general query as to the circumstances in which cover would be available in respect of damage to his television and the general process for making a claim.

I also note that the Agent made efforts to ascertain whether something had already happened to the Complainant’s television, which I consider to have been a reasonable and routine approach to take, regarding his query, in order to identify the nature and cause of any damage. The answers to such questions would have assisted the Agent in providing the Complainant with relevant and more exact information regarding the cover in place, and the claims process.

/Cont’d...

I am of the opinion that the Complainant was somewhat confrontational from the outset of this call. He refused to answer what, in my opinion, was a reasonable and obvious question as to whether something had happened to his television. Instead, he declared that he was a CEO of a company and advised the Agent on a number of occasions that her question “*was not valid*” and he said “*I will speak in English again*” (despite his having done so all along). Such a comment in my opinion was a hostile one and I believe that the Complainant himself would have found such a comment needlessly antagonistic, if the Agent had made such a statement to him, rather than the other way around.

I am also of the opinion that the Agent in question was at all times professional, courteous and patient throughout, often in the face of adverse and challenging discourse, and that she made great efforts to assist the Complainant. In addition, I note that the Agent clearly advised the Complainant that part of her role was to gather information over the telephone as to what the loss was, and then to advise as to what documentation would be needed in order to progress a claim. I also note that the Provider has confirmed that it remains willing to assess the claim upon receipt of the outstanding items requested from the Complainant in August 2018. Accordingly, in the absence of any evidence of wrongdoing on the part of the Provider, my Decision is that the complaint cannot be upheld.

Conclusion

My Decision pursuant to **Section 60(1)** of the ***Financial Services and Pensions Ombudsman Act 2017***, is that this complaint is rejected.

The above Decision is legally binding on the parties, subject only to an appeal to the High Court not later than 35 days after the date of notification of this Decision.



**MARYROSE MCGOVERN
DEPUTY FINANCIAL SERVICES AND PENSIONS OMBUDSMAN**

8 May 2020

Pursuant to **Section 62** of the ***Financial Services and Pensions Ombudsman Act 2017***, the Financial Services and Pensions Ombudsman will publish legally binding decisions in relation to complaints concerning financial service providers in such a manner that—

(a) ensures that—

- (i) a complainant shall not be identified by name, address or otherwise,**
 - (ii) a provider shall not be identified by name or address,**
- and**

(b) ensures compliance with the Data Protection Regulation and the Data Protection Act 2018.