



<u>Decision Ref:</u>	2021-0138
<u>Sector:</u>	Insurance
<u>Product / Service:</u>	Car
<u>Conduct(s) complained of:</u>	Dissatisfaction with customer service Delayed or inadequate communication No claim bonus issues
<u>Outcome:</u>	Rejected

LEGALLY BINDING DECISION OF THE FINANCIAL SERVICES AND PENSIONS OMBUDSMAN

This complaint concerns a motor insurance policy sold to the Complainant by the Provider, which is an insurance intermediary. The insurance is underwritten by a separate entity (the underwriter).

The Complainant's Case

The Complainant says that on **20 November 2017**, his car was broken into, his window was broken and a bag was stolen from the vehicle. He made a claim for the damage and he was sent a cheque for €97.70.

The Complainant says that during a phone call on **20 November 2017** with the Provider, he was assured *"that this claim won't affect my rights in the (No Claim Bonus)"*. The Complainant says that if he had not had this assurance, he would not have made the claim.

The Complainant says that he later sought a quotation from a different insurer and this new insurer reverted to the Complainant saying that his No Claims Discount was for three (3) years rather than the nine (9) years he had included in his proposal. The Complainant says that he contacted the Provider to query why this was the case and he was told that it was because of the claim made arising from the break in, to his car.

The Complainant says that he requested a recording of one of his phone calls with the Provider and did not receive it and he was then delayed in receiving a recording of an additional call.

The Complainant says that the Provider then told him that his No Claim Discount could be restored if he returned the €97.70 he received in payment of his claim, and having done so, he was told he would have his No Claim Discount reinstated within 5-10 working days. The Complainant says that he gave permission for the Provider to give information to the third-party insurer on his behalf, but *“they refused to give them any information about me”*.

The Complainant says that the third-party insurer then cancelled his policy as it had not been given the information it requested from the Provider. The Complainant detailed the effect that the cancellation of his policy had, noting that *“no insurance company will accept me when my policy has been cancelled by another company”*.

The Complainant says that he was contacting the Provider daily to clarify the status of his No Claim Discount, but *“their answer was always, tomorrow and tomorrow and so on”*, until the Provider eventually issued the Complainant with a No Claim Discount Certificate that *“was the wrong one, after all this time, they sent me the wrong certificate”*. The Complainant says he ultimately received the correct No Claims Discount Certificate six days later.

The Provider’s Case

The Provider says that the Complainant’s complaint was not upheld following its investigation. The Provider refers to the Complainant’s suggestion that he was advised by the Provider that the claim would have no effect on his No Claims Bonus. The Provider however says that having

“thoroughly searched our system [it] can find no record of this discussion with any of our agents.”

The Provider says that the first contact the Complainant had with it, was in relation to this claim on **29 November 2017**. The Provider’s Final Response letter to the Complainant on **28 November 2018**, it advised:

“...I have thoroughly investigated your complaint and have made the decision that your complaint is not upheld. The reason for my decision is outlined below.

On 29th November 2017 you contacted our office regarding a minor incident you had and you wished to query whether or not you should make a claim. You spoke with an agent who then transferred you to [the underwriter’s] claims department to discuss the matter in more detail.

I understand from your emails and from speaking to you that you were advised that the claim would have no effect on your No Claims Bonus. I have thoroughly searched our system and can find no record of this discussion with any of our agents. I have enclosed a disc containing a copy of a call which you had with our office on 20th November 2017, however I have not located any calls to or from our office on 20th November 2017....

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I apologise that I cannot be of any further assistance to you at this time, however if you contact [the underwriter's] claims department directly they may be in a position to provide you with the calls that you are looking for".

Further details of the Complainant's position are incorporated below within the Chronology of Events.

The Complaint for Adjudication

The complaint is that the Provider was guilty of maladministration, in that it:

1. Wrongfully decreased the No Claims period associated with the Complainant's No Claims Discount, following his claim in November 2017.
2. Gave inaccurate information to the Complainant regarding how long he would have to wait for responses.
3. Did not send recordings of phone conversations that the Complainant had requested
4. Did not return calls, when it had informed the Complainant that it would.
5. Repeatedly called the Complainant by an incorrect name during its interactions with him.

The Complainant wants the Provider to provide an explanation for this poor standard of service.

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.

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A Preliminary Decision was issued to the parties on **15 April 2021**, 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.

In the absence of additional submissions from the parties, within the period permitted, the final determination of this office is set out below.

Chronology of Events

- **27 July 2017:** The Provider called the Complainant and quoted him for car insurance at a cost of €647.83 or 10-months direct debit for €70.94. The Complainant told the Provider that he would think about it. The person then told him that having spoken to his Manager, if the Complainant purchased the policy over the phone “*today*” he could offer a €25 discount and it would work out at €68.20 for 10 direct debit payments. The Complainant purchased the policy from the Provider.
- **20 November 2017:** The Complainant’s vehicle was broken into.
- **21 November 2017:** The underwriter sent the Provider the Motor Incident claim form for the Complainant to complete.
- **23 November 2018:** The underwriter sent the Provider a letter advising that the claim was finalised, and the total cost was €209.49.
- **29 November 2017:** The Complainant called the Provider. The Provider’s Agent put the Complainant through to the underwriter. The Complainant enquired if the claim would affect his policy next year and was told that the Provider would be able to answer that question. The underwriter told the Complainant he was put through to the wrong line and it would get someone to call him back.
- **29 November 2017:** The Complainant called the Provider enquiring about how to fill out the claim form. The Complainant told the Provider that a lot of questions did not apply to him. The Provider told the Complainant that if they did not apply to him, then he should leave it blank. The Complainant asked the Provider why he had to pay €30 to repair his window and was told that the €30 was the excess on the policy.
- **14 December 2017:** The underwriter told the Provider that the claim had been finalised and the total cost paid by the underwriter was €97.70.

- **15 December 2017:** The underwriter sent the Provider a letter that said it had reopened the claim in order to issue payment for windscreen repair and that once this was processed it would finalise the claim.
- **18 December 2017:** The Provider sent the Complainant a letter saying that the claim was finalised for €307.19. The Provider also sent on the Complainant a letter stating that the windscreen claim was €0.00.
- **20 December 2017:** The Provider sent the underwriter an email stating that it had received 4 different claim settlement letters for the Complainant, the first was for €209.49, the second was for €97.70, the third was for €307.19 and the fourth was for €0.00. The Provider sought clarity as to which amount was the correct amount.
- **21 December 2017:** The underwriter sent the Provider a cheque for €97.70.
- **3 January 2018:** The Provider issued the Complainant with a cheque by registered post, for the sum of €97.70.
- **16 February 2018:** The cheque sent to the Complainant for €97.70 was returned undelivered.
- **20 February 2018:** The Provider called the Complainant and told him that the cheque it sent to him, had come back undelivered. The Provider clarified the Complainant's address.
- **8 March 2018:** The Complainant telephoned the Provider and said he never received the cheque. The Provider told the Complainant it would re-issue the cheque and it confirmed the Complainant's address.
- **8 March 2018:** The Provider sent the Complainant a cheque for €97.70.
- **10 July 2018:** The Provider issued renewal documents on behalf of the underwriter, to the Complainant.
- **23 July 2018:** The Provider sent the Complainant his certificate of No Claim Discount which said that the Complainant had 3 years No Claim Discount.
- **23 July 2018:** The Complainant called the Provider and requested the No Claim Discount pin. The Provider told the Complainant that there was no pin on the No Claim Discount Certificate. The Complainant asked the Provider how many years No Claim Discount he had, and he was told 3 years. The Complainant told the Provider that he had 9 years No Claim Discount and he asked the Provider to email the No Claim Discount Certificate to him.

- **31 July 2018:** The Provider telephoned the Complainant in relation to car insurance renewal. The Complainant told the Provider that he had already got insurance with a different insurer.
- **2 August 2018:** The Complainant telephoned the Provider in relation to his No Claim Discount and wanted to know why it said he only had 3 years. The Provider told the Complainant that it said 3 years because there had been a claim on 20 November 2017. The Complainant said that he had asked when claiming, if this would affect his No Claim Discount and he had been told it would not. The Provider told the Complainant that the discount was stepped back from 5 to 3 years and that the Provider would listen back to the call log on 29 November 2017, to see what the Complainant had been told. The Provider told the Complainant it would take around 24 hours to listen back to the call.
- **2 August 2018:** The Complainant telephoned the Provider and enquired again about his No Claim Discount. The Complainant told the Provider he was told when making a claim that it would not affect his No Claim Discount, but it did. The Provider explained that it was stepped back from 5 to 3 years and it would take 24 – 48 hours to listen back to the call log to see what had been said during the call on 29 November 2017. The Complainant asked to speak to a Manager.

The Provider asked the Complainant why he wanted to speak to a Manager and again said that it would take 24 to 48 hours and the Manager's answer was going to be the same, and that the Manager would not call the Complainant back. The Complainant said that he was told by one of the Provider's Agents it would take 24 hours, but he was told that this was not correct. The Complainant asked to speak to a Manager again. The Provider's Agent told the Complainant that it did not warrant a Manager. The Complainant then asked when his policy would lapse. The Provider's Agent told the Complainant that the policy would lapse at 12.00am midnight on 5 August 2018.

The Complainant sought call logs for 20 November 2017 and 29 November 2017 and was told that the Provider only had a call for 29 November 2017 and did not have any call for 20 November 2017. The Provider's Agent said the reason for this could be because the Complainant telephoned the underwriter instead of the Provider. The Provider said it would call the underwriter to check if the Complainant called it on 20 November 2017. The Provider put the Complainant on hold to check and then told the Complainant that he had called the underwriter on 20 November 2017, not the Provider. The Provider's Agent told the Complainant that it had spoken to the underwriter and the underwriter said it would not record the claim, if the Complainant repaid the €97.70 and it would restore his No Claim Discount back to 5 years. The Provider's Agent explained to the Complainant that the maximum No Claim Discount you can get is 50% and it doesn't matter how many years No Claim Discount have been earned, as long as it was 5 years or more. The Provider's Agent reassured the Complainant that the best discount any insured could get was 50% at 5 years.

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The Complainant paid the €97.70 over the phone. The Provider's Agent asked him if he still wanted to get the call recording and he said that he did. The Complainant told the Provider's Agent that he was concerned that he was not going to be able to get insurance because he would not have his Certificate of No Claim Discount.

The Provider's Agent advised the Complainant that he had 14 days to get the documents together after the purchase of a policy, so he did not have to worry about not getting insurance. The Complainant told the Provider's Agent that he wanted to cancel the €97.70 repayment. The Provider's Agent told the Complainant that if he cancelled the €97.70, he would go back to 3 years No Claim Discount and reassured the Complainant that if he took out a policy on 6 August 2018, he would have 14 days to get the relevant documents together, including the No Claim Discount Certificate, to send into the new insurer.

The Complainant told the Provider's Agent that he still wanted to cancel the payment and go back to 3 years No Claim Discount, instead of 9 years. The Complainant asked the Provider's Agent if he changed his mind again, whether he could pay the €97.70 and get his No Claim Discount restored. The Provider's Agent explained that another Agent might not do this. The Provider's Agent then called the underwriter and cancelled the payment thereby refunding the Complainant the €97.70.

- **3 August 2018:** The new insurer wrote to the Complainant and told him that it was withdrawing its offer of insurance as the Complainant did not have at least 5 years of No Claim Discount. As a result, the Complainant telephoned the Provider and advised that the new insurer would give him 2 weeks to get his No Claims Discount into them. The Complainant told the Provider that he wanted to pay the €97.70 and get his 5 years No Claim Discount back, so this was facilitated and the underwriter reinstated the Complainant's bonus back to 5-years.

The Complainant queried why it did not say 9 years and instead said 8. The Provider's Agent explained to the Complainant that once it was over 5 years it did not matter.

- **3 August 2018:** The Complainant telephoned the Provider again and told the Provider's Agent that the new insurer wanted to speak to his former Insurer about his No Claim Discount. The Provider told the Complainant that the new Insurer would not do this and instead it was awaiting his No Claim Discount Certificate and he could not use the 5-years No Claims Discount, until the underwriter issued the new No Claim Discount Certificate. The Provider told the Complainant that his only option while he was waiting, was to use the 3 years No Claim Discount.

The Complainant asked to be transferred to renewals. The Provider's Agent told the Complainant that it could not set up a policy as the Complainant had advised that he was not going ahead with the renewal of the policy and it had therefore lapsed. The Provider's Agent told the Complainant that if it set up the policy for him then, it would be the wrong Discount and it would be the wrong Discount every other year going forward, unless he waited for the underwriter to issue a new No Claim Discount Certificate. The Provider's Agent told the Complainant that it could not set him up on a policy until it received the No Claim Discount from the underwriter.

- **8 August 2018:** The Complainant telephoned the Provider to see if his No Claim Discount certificate had been sent out. The Provider told the Complainant he should have the certificate tomorrow. The Complainant asked the Provider to email a confirmation of that and the Provider did so.
- **14 August 2018:** The Complainant telephoned the Provider and told the Provider that he was still waiting for his No Claim Discount Certificate. The Provider told the Complainant that the underwriter still hadn't sent the Provider the new Certificate. The Complainant asked the Provider to send email confirmation of this.
- **15 August 2018:** The Complainant telephoned the Provider and asked for an email to confirm his No Claim Discount, so that he could send it to the new insurer. The Provider told the Complainant that he would receive an email in the next 2 hours with his new Certificate.
- **15 August 2018:** The Complainant telephoned the Provider again and told the Provider's Agent that he did not receive the new No Claims Discount Certificate. The Provider's Agent told the Complainant that it would email it to him right away.
- **15 August 2018:** The Complainant telephoned the Provider again and told the Provider's Agent that he still hadn't received the Certificate. The Provider's Agent told the Complainant that it had been emailed to him and said that two other Colleagues had emailed it to him. The Provider's Agent then emailed it to the Complainant again and the Complainant said that he received it.

The Complainant read the Certificate while on the phone and told the Provider's Agent that it was wrong again. The Complainant said that he was concerned the new insurer would cancel his policy. The Complainant told the Provider's Agent that it should say 9 years and instead said 3. The Provider's Agent told the Complainant that the underwriter never received the refund of €97.70 and that is why the Complainant didn't receive the updated Certificate. The Provider's Agent asked the Complainant when he needed the certificate and he replied "now".

The Provider's Agent said that it would not be possible to send the Certificate now as it didn't have it but once the underwriter received the payment, it would be issued. The Provider apologised and the Complainant told the Provider's Agent that he was very stressed about this. The Complainant said that it was the Provider's fault and not his, as he paid the €97.70. The Provider's Agent told the Complainant that it would send the underwriter the receipt of payment and it may issue the Certificate "today". The Complainant asked the Provider to send the Certificate in 30 minutes. And was told that the Provider could not do that, as it may not have the Certificate in 30 minutes. The Complainant said he was concerned the new insurer would cancel his policy.

- **16 August 2018:** The Complainant telephoned the Provider for an update and was told that the underwriter still had not received payment so could not release the Certificate. The Complainant told the Provider that the delay was the Provider's problem, not his. The Provider asked the Complainant how many days the new insurer had given him to get the documents in.
The Complainant said that the new insurer had sent him a letter yesterday and said it may cancel if it did not receive his new Certificate. The Complainant told the Provider how stressed he was about the delay, and he was worried he could lose his job and wouldn't be able to take his kids to school.
- **17 August 2018:** The Complainant telephoned the Provider for an update. The Provider called the underwriter for an update. The Complainant told the Provider he wanted an email to say it was the Provider's mistake not his. The Provider sent the Complainant an email.
- **20 August 2018:** The Complainant telephoned the Provider for an update saying he had been waiting for more than 3 weeks. The Provider told the Complainant that it was waiting for the underwriter and couldn't do anymore. The Provider told the Complainant that it should be uploaded by 3.00pm "today" and if the underwriter did not upload it, then the underwriter would email the Provider and the Provider would forward the Certificate to the Complainant.
- **20 August 2018:** The Provider telephoned the Complainant and said that it still had not received the Certificate but should have it "today" by 5.30pm or tomorrow morning.
- **21 August 2018:** The Complainant telephoned the Provider and asked to speak to a Manager. The Complainant asked the Provider's Agent for his new Certificate as he was worried the new insurer would cancel his policy. The Provider told the Complainant that he should have it by the afternoon and that a Manager would call him back within 24 to 48 hours. The Complainant asked the Provider for an email saying that it is the Provider's fault and not his. The Provider told the Complainant that it did not have authorisation to write that type of email. It offered to write the Complainant an email apologising, but the Complainant told the Provider that this was not good enough.
- **21 August 2018:** The Provider received the No Claim Discount Certificate from the underwriter and forwarded it to the Complainant. The Provider also telephoned the Complainant and told him that it had received his No Claim Bonus Certificate, and that it had emailed it to him. The Complainant asked if it was 9 years No Claim Discount and was told it was 8 years. The Provider's Agent explained to the Complainant again that anything above 5 years was considered a full No Claim Discount. The Complainant told the Provider that the wrong Certificate was sent, but the Provider told the Complainant the 8 years No Claim Discount was the correct one.

The Complainant wanted to know why the Certificate still mentioned the claim and told the Provider that the new insurer would not accept a Certificate where it mentioned a claim. The Complainant asked the Provider for a clear Certificate. The Provider told the Complainant that this was not possible as the incident still happened and that unless you have the full bonus protection, any claim will affect the bonus, that is why it had been stepped back from 5 to 3 years. The Complainant asked to speak to a Manager. The Provider told the Complainant that he needed a valid reason to speak to a Manager and that he would arrange this but needed to know the issue. The Provider told the Complainant again that it cannot wipe the claim off the Certificate and told him that a Manager cannot wipe a claim off the Certificate either. The Provider's Agent told the Complainant that he would arrange for a Manager to call him.

- **21 August 2018:** The Complainant telephoned the Provider and asked the Provider's Agent to wipe the claim for €307 off the Certificate, as the claim was for €97. The Complainant told the Provider that he wanted to give authorisation for the new insurer to call the Provider to ask some questions. The Provider told the Complainant that she did not know why it said €307 as the claim was for €97, but it might be in relation to the other fees incurred in the claim. The Complainant told the Provider that the new insurer was asking why it was €307 and he wanted the Provider to clarify this.

- **22 August 2018:** The new insurer called the Provider so it could verify the Complainant's No Claim Discount. The new insurer wanted to know if the Complainant had been claims free for at least 5 years. The Provider said the Complainant was, and told the new insurer that it was probably querying the €307.19. The Provider said that the Complainant had 55% No Claim Discount.

The new insurer asked the Provider if the €307.19 affected the Complainant's No Claim Discount and the Provider said that it did not. The Provider explained that there had been a claim but it was paid back and it had been for €97.70. The Provider also explained that the other claim was a windscreen claim. The Provider's Agent also said that there was an error on the Provider's part and that it was not the Complainant's fault, as it was the Provider which made the "mess". The Provider said that the Complainant had 8 years of No Claim Discount.

- **22 August 2018:** The new insurer issued the Complainant with his policy documentation and insurance disc.
- **30 August 2018:** The Complainant telephoned the Provider and requested call recordings. The Provider told the Complainant that he would have to send an email requesting the call records and the Provider would get back to him. The Complainant told the Provider's Agent that he wanted a Manager to call him back by the end of the day.

- **30 August 2018:** The Provider received a written request from the Complainant requesting call recordings.
- **31 August 2018:** The Provider asked the Complainant to complete a form for the call recordings.
- **1 September 2018:** The Complainant sent the Provider the completed form, and pointed out that he had never received a call back from a Manager.
- **5 September 2018:** The Provider telephoned the Complainant in relation to the call recordings he requested. The Provider told the Complainant that it could not locate any calls for the Complainant from the date he had requested and asked if he called from a different number.

The Provider asked the Complainant what the calls were in relation to and he said that he would send the Provider screenshots of the calls. The Provider's Agent told the Complainant that she would email him, so that he would have her email.

- **5 September 2018:** The Provider's Agent sent the Complainant a follow up email and requested further information to locate the call recordings.
- **7 September 2018:** The Provider's Agent sent the Complainant a reminder email that further information was required to locate the call recordings.
- **7 September 2018:** The Complainant responded to the Provider's Agent's request for more information regarding the call recordings. The Complainant wanted to know why he was called "AI" in the email.
- **25 October 2018:** The Complainant sent a follow up email and requested 2 calls from 2 August 2018.
- **23 November 2018:** The Provider sent the Complainant an email saying that the call recording would be issued the following day.
- **28 November 2018:** The Provider issued its Final Response Letter to the Complainant, along with the call recordings.

Policy Terms and Conditions

In the terms and conditions of the policy I note the following in relation to the No Claim Discount:

“2. No Claim Discount

(a) *Should no claim arise under the Policy during any one complete year of insurance or during a number of consecutive complete years, the insured upon reviewing the Policy shall be entitled to a discount from the renewal premium on the following scale:*

Period of Insurance	Discount Levels
1 Year	15%
2 Years	25%
3 Years	35%
4 Years	45%
5 Years or more	55%

(b) *(i) Any one claim arising out of fire or theft (or any attempt thereat) in one year of insurance shall not result in the discount presently applying being stepped back at the next renewal.*

Where one claim arising out of fire or theft (or any attempt thereat) occurs in one year of insurance, the no claim discount percentage will not be increased at the insured’s next renewal date.

(ii) Any one claim other than fire or theft arising in one year of insurance, shall result in the discount presently applying being stepped back by two levels at the next renewal as follows:

Discount at Last Renewal	Discount at Next Renewal
55%	35%
45%	25%
35%	15%
25%	0%
15%	0%

(iii) In the event of two or more claims of any type arising in one year of insurance no discount will be allowed at the following renewal.

(c) *If the policy provides cover for accidental breakage of the windscreen or of the windows of the Insured Vehicle (and any scratching of bodywork resulting solely and directly from such breakage) any claims in respect of such damage will not affect the No Claim Discount”.*

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Analysis

This complaint relates to a car insurance policy that was purchased by the Complainant through the Provider. The Complainant says that his car was broken into on 20 November 2017 and he sought to claim on the policy. The Complainant says that he was assured during a call on 20 November 2017 that the claim would not affect his No Claim Discount, but ultimately, it did.

In the Complainant's submissions to this Office, I note the following:

"I got a new quotation from a different company [the new insurer], after 2 days [the new insurer] said to me that the NCB that you have sent to us is only 3 years while it should be 9 years as you said in your quotation, then I realized that my NCB was affected and has been reduced from 9 to 3 years, I called the company to see what is the problem, and why [this] happened!? They told me that is because of the accident [that] happened to my car on 20/11/[2017]. I said yes, but I called the company to confirm that my policy [wouldn't] be affected, and it was confirmed that it won't affect my policy. But actually it's affected".

The Provider confirmed its position in its Final Response letter to the Complainant on **28 November 2018**, details of which are quoted above.

In considering the first element of the complaint that the Provider, wrongfully decreased the No Claim period associated with the Complainant's No Claim Discount following his claim, I note the following from the Provider's submissions:

"The [underwriters] policy was incepted on an 8 year bonus. The maximum bonus recognised by the insurance market is 5 as standard. The policy was sold with step back protection on the bonus.

At renewal (and following the claim) the bonus was reduced by two years (from the maximum 5) to three years by [the underwriter].

The complainant then paid the claim and reinstated the bonus to its maximum.

It has since become known that the bonus should never had been reduced by [the underwriter] As per their terms and conditions a theft claim should not affect the bonus...The complainant should be refunded the €97.70 paid to reinstate the claim, if not already done by [the underwriter].

I note from the evidence supplied to this Office that the respondent Provider to this complaint is an insurance intermediary. It was the underwriter however, which reduced the No Claim Discount in advance of renewal of the policy in August 2018, which was contrary to the policy terms and conditions:

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"2. No Claim Discount

(a) *Should no claim arise under the Policy during any one complete year of insurance or during a number of consecutive complete years, the insured upon reviewing the Policy shall be entitled to a discount from the renewal premium on the following scale:*

Period of Insurance	Discount Levels
1 Year	15%
2 Years	25%
3 Years	35%
4 Years	45%
5 Years or more	55%

(b) (i) *Any one claim arising out of fire or theft (or any attempt thereat) in one year of insurance shall not result in the discount presently applying being stepped back at the next renewal. "*

[my underlining for emphasis]

The Complainant says that:

"even if I had an accident, it should only affect the last 12 months, Not 6 years".

The Provider has submitted however that:

"... [The Provider] is a broker and not the provider of the no claims bonus.....This is standard practice by the insurance industry and it is not determined by brokers".

Having considered the evidence made available to this Office, I am satisfied that the Provider was not responsible for the reduction in the Complainant's No Claim Discount. I am satisfied that the reduction was effected by the underwriter, not by the Provider.

The Complainant has submitted that he gave permission to the Provider to give information to the new insurer, but the Provider refused to do so. The Provider has confirmed that the new insurer contacted the Provider on two occasions:

*"On the **03/08/2018** the complainant called [the Provider] and requested that we inform [the underwriter] that [the new insurer] has permission to query his policy with them. [The underwriter] denied this request as it was outside of their process. While this call was ongoing, [the new insurer] contacted [the Provider] but the file had not been updated to note there was permission, as the call with the complainant was ongoing.*

*On the **22/08/2018**, [the new insurer] contacted us, we confirmed their queries and confirmed the validity of the no claims discount."*

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I am satisfied that the Provider acted reasonably in the circumstances. During the call on **22 August 2018**, once the file had been updated, the Provider told the new insurer that the Complainant had more than 5 years of No Claim Discount. I note from this call that the Provider's Agent told the new insurer that the mistake was not the Complainant's fault, it had been the Provider's. The Provider confirmed to the new insurer that in fact the Complainant had 8 years of No Claim Discount.

In considering the other elements of the complaint, that (i) the Provider gave inaccurate information to the Complainant regarding how long he would have to wait for responses to his request for the document, (ii) it did not send recordings of phone conversations that the Complainant had requested, and (iii) it did not return the Complainant's calls when it had told the Complainant that it would, I note the following in the Complainant's submissions to this Office:

"1. [The Provider] didn't even take a minute to look at the documents they received from [the underwriter].

2. As I paid the claim back (€97.70) to get my correct NCB. [The Provider] sent me the wrong cert three times which means they don't look at what they are doing again.

3. The claim was €97.70, but in the NCB cert they sent it out to me it says €307.19, I don't know what that is for, even though I already paid that money at that time".

The Provider in its submissions to this Office has said that:

"Clearly there is much more to this complaint than how it was initially assessed... In terms of handling the complaint, there was numerous occasions where the complainant should have been escalated, a manager should have called the complainant back. In addition, when the complainant did reach the compliance department not all complaint points were investigated, i.e. an email sent on the 7th September where the complainant adds further details to the complaint and an email on 25th October where the complainant requests two additional call recordings. Some of the correspondence around this time appears to have been missed by the complaints handler. The call recordings and the complaint response were not issued within the time frames required. Our complaints procedure was not followed throughout this time and it was clear the complainant was let down and we do apologise. There were also occasions where incorrect advice was provided to the complainant and times where our agents became frustrated with the complainant on the phone.

I am satisfied that the Provider did not meet its obligations under the Consumer Protection Code. It failed to provide call recordings to the Complainant from **August 2018**, that had been requested by the Complainant on **25th October 2018**. Similarly, the Provider did not return calls to the Complainant when he requested. I also note from the audio files that the Complainant asked to speak to a Manager on **2 August 2018**, **21 August 2018** and on **30 August 2018** but he was not put through to a Manager nor did a Manager call him back on those occasions.

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There were indeed further delays in handling the complaint that were contrary to the provisions of the Code. I note that on **10 July 2018**, the Provider issued the wrong Certificate to the Complainant and on **15 August 2018**, the Provider did not notice the error on the No Claim Bonus Certificate when it sent it to the Complainant.

In considering the fifth element of the complaint that the Provider repeatedly called the Complainant by an incorrect name during its interactions with him, I note that the Complainant has submitted that he was referred to as "Al", and this is neither his forename nor his surname. The Provider has responded to this and has said that appears to arise from an email thread on **4 September 2018**:

"It is an internal email sent from our customer care team to our data protection team notifying the data protection team that request has been received to issue call recordings. It should read "Hi All" but it is miss-spelled as "Hi Al". This is not a communication addressed to the complainant".

The Provider further said that:

"The complainant was never repeatedly referred to as "Al" This is not true".

Having considered the evidence provided to this Office, I am satisfied that this email was not addressed to the Complainant and rather, it was an internal email that was sent to the Data Protection Team in the form of a request to issue call recordings. Similarly, I have listened to all the audio evidence provided to this Office and I am satisfied that the Provider did not repeatedly refer to the Complainant by the wrong name.

The Complainant has submitted that that the new insurer cancelled his policy because it was not given the information it had requested from the Provider. The Complainant has detailed the effect that this cancellation has had, noting that:

"no insurance company will accept me when my policy has been cancelled by another company".

In the Complainant's submissions to this Office, he said that the new insurer had cancelled his policy as a result of the issues with his No Claim Discount. I note however from the evidence, that although, in light of the contents, the date of the letter is somewhat strange, the new insurer wrote to the Complainant on **3 August 2018**, to advise:

"The above numbered policy was incepted online on the 06 August 2018. When you were applying for insurance you declared that you had no claims in the last 5 years.

It has now come to our attention that this is not the case.

Had a full and complete disclosure been made at the outset we would have declined to offer a quotation.

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In view of the above I must inform you that we have no option but to withdraw our offer of insurance. Therefore, as far as we are concerned no cover was ever in force.

A cheque which represented the premium paid to us to date will be issued shortly.

We must advise you that it is an offence to drive a vehicle without valid insurance cover. We may inform An Garda Siochana of our actions”.

The Provider addressed the Complainant’s submission that his policy was cancelled and said that:

*“This is the first occasion that we have heard [the new insurer], cancelled the policy. According to our records we communicated with [the new insurer] on the **22/08/2018** [and] confirmed the bonus at 55% to be correct. We did not get the impression then or since...that the [the new insurer’s policy with the Complainant] was ever cancelled”.*

On **3 August 2018**, the Complainant telephoned the Provider. The Complainant told the Provider’s Agent that the new insurer would give him 2 weeks, to get his No Claim Discount Certificate into them. On the same day, the Complainant telephoned the Provider and told the Provider’s Agent that the new insurer wanted to speak to the underwriter about his No Claim Discount and was told by the Provider that the underwriter would not do this.

On **22 August 2018**, the new insurer’s Agent called the Provider so it could verify the Complainant’s No Claim Discount. The new insurer wanted to know if the Complainant had been claims free for at least 5 years. The Provider said that the Complainant was. The Provider’s Agent suggested to the new insurer that it was probably querying the €307.19 and that the Complainant had 55% No Claim Discount. The new insurer asked the Provider if the €307.19 affected the Complainant’s No Claim Discount and the Provider said that it did not. The Provider explained that there had been a claim for €97.70 and it had been paid back, and that the other claim was a windscreen claim. The Provider also said that there had been an error on the Provider’s part and that it was not the Complainant’s fault, it was the Provider which made the “mess”. The Provider’s Agent confirmed that the Complainant had 8 years of No Claim Discount.

I note that on **24 August 2018**, the new insurer wrote to the Complainant and issued him with his No Claim Certificate and his insurance disc.

The Complainant has said in his submissions that:

“From 03/08 until 24/08 was very hard time for me, I could have been banned from driving for ever, this is the most difficult time that I have [had]”.

I note from the Complainant’s submissions to this Office that he visited his General Practitioner twice. On 10 August 2018, the GP said that he was unfit to work from 10 August 2018 to 14 August 2018 due to fatigue. On 24 August 2018, the Complainant’s GP said that the Complainant was unfit to work from 27 August 2018 to 29 August 2018 due to headaches and stress.

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I note that during a call between the Complainant and the Provider on **3 August 2018**, the Complainant told the Provider's Agent that the new insurer had given him 2 weeks to get his new No Claim Discount Certificate into it. Whilst I accept that the new insurer sent the Complainant a letter saying that it was withdrawing its offer of insurance, I am satisfied that the new insurer gave the Complainant 2 weeks to send in his new No Claim Discount Certificate and on **24 August 2018** the new insurer issued the Complainant with his insurance disc and policy documentation. Based on the evidence, there is insufficient evidence available upon which I consider that it would be appropriate to find that the Complainant's policy with the new insurer was cancelled.

The Complainant has said in his submissions that:

"After [the new insurer] cancelled my policy, I had to sort out the problem with them before I go anywhere else, even though I didn't want to stay with [the new insurer], and I found other companies at that time were much cheaper, but I had to stay because I was told that no company will accept me after my policy being cancelled, and I had to purchase the policy with [the new insurer], I'm still with [the new insurer] until now, not because I want to stay with them, but because I have to stay until the file of this case gets close[d], there are many companies €150 / €180 cheaper more or less, but as I said, I have to stay with them"

I do not accept the Complainant's submission that after he received his insurance certificate and disc on 24 August 2018, that he had nevertheless to stay with the new insurer until this complaint was concluded. This was a matter entirely for himself.

Having considered all the evidence submitted to this Office, I am satisfied that the Provider was not responsible for the reduction in the Complainant's No Claims Bonus, which was an error made by the underwriter. The Provider in this complaint was a Broker and was therefore not responsible for the reduction in the Complainant's No Claim Discount, by the underwriter in question.

Whilst I note the errors made by the Provider, I am satisfied that the Provider adequately met the complaint. The Provider recognised early in the process that there had been failings on its part and it offered the Complainant a payment of €1,000.00 in recognition of the inconvenience caused by its failings. I am satisfied that the redress offered was reasonable.

As this compensatory offer remains open to the Complainant to accept, and I take the view that the figure offered is reasonable, in the circumstances I do not consider it necessary or appropriate to uphold this complaint or to make any direction to the parties.

Instead, it will be a matter for the Complainant to make direct contact with the Provider if he wishes to accept its compensatory offer of €1,000.00, in order to conclude.

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**

10 May 2021

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.