



<b><u>Decision Ref:</u></b>	2021-0163
<b><u>Sector:</u></b>	Insurance
<b><u>Product / Service:</u></b>	Car
<b><u>Conduct(s) complained of:</u></b>	Complaint handling (Consumer Protection Code) Delayed or inadequate communication Dissatisfaction with customer service Failure to consider vulnerability of customer
<b><u>Outcome:</u></b>	Upheld

#### **LEGALLY BINDING DECISION OF THE FINANCIAL SERVICES AND PENSIONS OMBUDSMAN**

This complaint concerns a motor insurance policy. The Complainant is unhappy with the manner in which the Provider dealt with an insurance claim she submitted to it in **March 2019**, and she was not satisfied with the Provider's level of customer service.

#### **The Complainant's Case**

The Complainant says that on **22 March 2019** there was an "*attempted theft*" of her vehicle. The Complainant reported the incident to the Gardaí and the Provider the next day, on Saturday **23 March 2019**. The Complainant says that she spoke with three different agents the Provider that morning, explaining the details and the damage to her vehicle. The Complainant says she was advised that she had the option of '*Car Hire*' on her policy. She says that due to the damage done to her car she asked if she could avail of this option that day.

The Complainant was subsequently informed by another agent on behalf of the Provider that morning, that she could not avail of car hire as there was no "*availability*" at that time. The Complainant was then advised that she would receive a call from the Provider the following Monday.

The Complainant says that the Provider contacted her on Monday **25 March 2019** and having given all the details again, she says that she was "*confronted by an aggressive manner and one that was not helpful after a stressful weekend*". She says that she then received a second call that day from another agent, who arranged to contact the Complainant that

afternoon, and during the call later that day, the Provider's agent requested all the relevant information again. Having repeated the details to the Provider's Agent, the Complainant was then advised by this agent that "*she was not dealing with the complaint*".

The Complainant submits that she sought reassurances from the Provider that she would be dealt with in "*a professional manner and in accordance with the terms and conditions*" of her motor insurance policy. She says that when she received a response to her complaint on **17 April 2019**, it was "*extremely basic*".

### **The Provider's Case**

The Provider in its Final Response Letter on **17 April 2019** says that the Complainant had been passed to the '*Out of Hours*' service on Saturday **23 March 2019** and the Provider's agent could not confirm the car hire on the policy, "*due to limited access to [the Provider's] systems*".

In this respect, the Provider says that it is disappointed that the overall customer experience fell short of the Complainant's expectations and that the Complainant felt the need to raise a complaint as a result. The Provider acknowledges that the Complainant was provided with conflicting information regarding the supply of car hire during the initial call to the Provider's Customer Service Support Centre on Saturday 23 March 2019.

The Provider notes however, that the correct information surrounding the provision of car hire was confirmed to the Complainant when the call was transferred to the out of hours provider, a few moments later. This was also confirmed during a further conversation between the Complainant and an out of hours agent.

The Provider says that ultimately the Complainant sought a hire vehicle with immediate effect however, this was not possible as this falls outside the role of the out of hours provider. Car hire can only be arranged by the Claims Department upon confirmation that a claim is being pursued on the policy in question.

The Provider says that the out of hours agent attempted to relieve some of the stress for the Complainant by offering to remove her vehicle to a secure approved garage for the duration of the weekend, but the Complainant declined this offer.

The Provider apologised for the "*conflicting information*" given to the Complainant regarding access to car hire and for the manner in which she was spoken to, on Monday **25 March 2019**.

### **The Complaint for Adjudication**

The complaint is that the Provider displayed a poor level of Customer Service to the Complainant while dealing with the claim she made on Saturday **23 March 2019**.

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

It is useful to examine the chronology of events leading to this complaint:

- **23 March 2019:** The Complainant telephoned the Provider and notified it of an incident that had occurred on 22 March 2019. The Provider's agent told the Complainant that the claims department does not work on Saturday and a member from the claims department would contact her on Monday. The Complainant was concerned as the door of her car was pulled out completely and the Complainant explained that she had to go to work on Monday and it would be too risky. The Provider's agent transferred the Complainant to the breakdown assistance line, and explained that the breakdown assistance team might be able to get the Complainant a car hire on the policy.
- **23 March 2019:** The Provider's agent told the Complainant that the Office she was put through to, only deals with logging a claim. The Provider's agent took the details of the claim and informed the Complainant that she would not be able to obtain a car hire through this office.

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- **23 March 2019:** The Complainant telephoned the Provider to further request a car hire. The Provider's agent told the Complainant that this would not be possible as there was no car hire available. She told the Provider's agent that she would be putting in a complaint to the Ombudsman in relation to the customer service she received. The Provider's agent informed the Complainant that it would forward her complaint onto the complaints team.
- **25 March 2019:** The Provider's agent called the Complainant and asked her when the incident had occurred, and she advised the Provider's agent that she had already given the information at the weekend, and didn't have time to talk, as she was at work. The Provider's agent informed the Complainant that she wanted to fill out a claim form to get the matter sorted. The Complainant asked if she could ring her back at lunch to get the information, but the Provider's agent ended the call before taking any details of the Complainant's lunch-time availability.
- **25 March 2019:** The Complainant told the Provider's agent that she had put in a complaint, in relation to one of the Provider's agents. The Complainant also advised the Provider's agent that she was putting in a complaint to the Ombudsman. She was advised by the agent that there was an excess on the policy of €250.00, there was also car hire on the policy, with a limit of €40.00 per day, and an overall limit of €300.00. The Provider's agent told the Complainant that there was no bonus protection on the policy and that if she availed of the car hire, that this would mean a claim on the policy. The Complainant discussed the pros and cons of bringing a claim on the policy and told the Provider's agent that she would get a quote from her garage and would revert.
- **25 March 2019:** The Provider's agent telephoned the Complainant and asked her if she was still looking to make a claim on her policy but she was still undecided. The Provider's agent told the Complainant that he would call her on Friday to check if she was going to go ahead with the claim.
- **26 March 2019:** The Provider sent a letter to the Complainant advising her that it had received her complaint on 25 March 2019 and would investigate it.
- **27 March 2019:** The Provider's agent called the Complainant and asked if she had made the decision as to whether or not she would be proceeding with the claim. The Complainant told the Provider's agent that she still had not made her mind up and was advised that he would close the file, if he didn't hear from her by the 10 May.
- **27 March 2019:** The Provider's out of hours agent called the Complainant and told her that the Provider would not be able to provide a replacement vehicle out of hours. She told the Provider's agent that she was in work and could not talk.

- **27 March 2019:** The Provider's agent rang the Complainant back to get information in relation to her complaint. The Complainant told the Provider's agent that when she called the Provider, she had been put through to 3 different agents. All the information was taken and the Complainant was told that she would be called back.
- **17 April 2019:** The Provider issued its Final Response Letter to the Complainant.
- **25 April 2019:** The Complainant telephoned the Provider in relation to the complaint that she made to the Provider. The Complainant sought a copy of all the call logs. The Provider's agent told the Complainant that she would have to make a Data Access Request and the Provider would send the Complainant a form for this.
- I note that during an additional call the Complainant told the Provider's agent that she was shopping around for quotes and had been told that there was an open claim on her policy.

### **Policy Terms and Conditions**

I note the following in relation to the Car Hire Expenses, within the terms and conditions of the policy which the Complainant held.

#### ***"78: CAR HIRE EXPENSES***

*The Company will provide indemnity in respect of expenses incurred out of the hiring of a car as a direct result if the Insured vehicle sustaining damage which is subject to indemnity under Section 2 (Loss or Damage to insured Car) of the policy.*

*Provided the total liability of the Company shall not exceed:*

*(1) the sum of €40 in respect of any one day*

*(2) the sum of €300 in respect of any one occurrence or series of occurrences, arising out of one cause".*

### **Analysis**

The complaint is that the Provider displayed a poor level of Customer Service towards the Complainant while dealing with her claim submitted on 23 March 2019. Within the Complainant's submissions to this Office she has said:

*On the 23<sup>rd</sup> of March 2019, I contacted my insurance company [the Provider] to report the incident after I had been with Garda. I spoke with three different people on that Saturday. I explained the damage to the vehicle one of the advisors told me that I had car hire on my policy. I asked that I get the car hire on the 23<sup>rd</sup> due to the damage.*

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*I was advised that the claims department was closed but the lady that I spoke to said she could not assist but she would transfer me through so the car hire could be organised and they would look after me I got through to another advisor who advised that car hire was not available as it was completely full up and there was no availability I questioned several times to all of the advisors because it was within my policy I had a right to get a vehicle to replace my vehicle....*

In the Provider's Final Response Letter to the Complainant on **17 April 2019**, I note that the Complainant was advised:

*I would like to apologise that you were given conflicting information in regards to the car hire extension on your policy and there would appear to have been a breakdown of communication between our staff.*

*On foot of your complaint, we are completing a review of the service that we provide out of hours, to ensure that a situation like this does not arise again. Our intention is to always provide our customers with accurate information regarding all the benefits, terms and conditions of their policy.*

*The manner in which you were spoken to the following Monday morning was also unsatisfactory and falls greatly below that professional standard that I would expect from our agents. I will address this directly with the person involved.*

*In conclusion, I would like to re-iterate my apology and stress that we are working hard to [ensure] this never happens again. We would like to thank you sincerely for taking the time to bring your concerns to our attention, we truly value your custom and take on board all comments with a view to ensuring we achieve our goal of providing the highest level of customer service to our policyholders.*

In considering the complaint that the Provider displayed a poor level of Customer Service towards the Complainant while dealing with the claim she submitted on **23 March 2019**, I note that the Complainant was transferred to three different agents when she called originally to report the claim that day. Although a customer cannot expect that they will be able to deal with one person only, nevertheless having listened to the audio evidence provided to this Office, I am not satisfied with the level of the Provider's customer service towards the Complainant during the relevant period.

On **23 March 2019**, the Complainant telephoned the Provider and notified the Provider's agent of a claim under her policy. The Provider's agent informed the Complainant that the claims department does not work on Saturday and a member from the claims department would contact her on Monday. The Complainant was concerned as the door of the car was pulled out completely, and the Complainant explained that she had to go to work on Monday and it would be too risky. The Provider's agent transferred the Complainant to the breakdown assistance line. The Provider's agent explained that the breakdown assistance team might be able to get the Complainant a car hire on the policy.

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I note that when the call was transferred, the Provider's agent told the Complainant that the Office she was put through to, only deals with logging the claim. The Provider's agent took the details of the claim and told the Complainant that she would not be able to obtain a car hire through this office.

On Saturday **23 March 2019**, the Complainant telephoned the Provider to further request a car hire. The Provider's agent told the Complainant that this would not be possible as there were no car hires available. The Complainant told the Provider's agent that she would be putting in a complaint to the Ombudsman in relation to the customer service she received. The Provider's agent told the Complainant that it would forward her complaint onto the complaints team.

On Monday **25 March 2019**, the Provider's agent called the Complainant and asked her when the incident occurred. The Complainant told the Provider's agent that she had already given the information in detail and didn't have time to talk as she was at work. The Provider's agent told the Complainant that she wanted to fill out a claim form to get the matter sorted. The Complainant asked the Provider's agent if she could ring her back at lunch to get the information. I note the following from the Provider's submissions to this Office:

*The Provider accepts that the manner in which the Complainant was spoken to on Monday 25<sup>th</sup> March 2019 by the claims agent fell considerably below the usual professional standard which is expected from all staff when dealing with our customers.*

I have considered the terms and conditions of the policy and the Complainant's policy documentation and I am satisfied that the Complainant had car hire on her policy when she requested it on 23 March 2019. The Provider's agent told the Complainant that there were no cars available. I accept the Provider's submission that the Complainant was undecided about whether or not she wanted car hire on **Monday 25 March 2019**, having been told that it would represent a claim on her policy, however when the Complainant requested the car hire on **23 March 2019**, she was informed there was no cars available.

I note in the Provider's submissions to this Office, the following:

*The Provider acknowledges that the Complainant was provided with conflicting information regarding the supply of car hire during the initial call to the Provider's customer service support centre on Saturday 23<sup>rd</sup> March 2019.*

....

*Ultimately, the Complainant sought a hire vehicle with immediate effect however this would not be possible as this falls outside the role of the out of hours provider.*

Furthermore, I note that following an investigation of the complaint, the Provider upheld the complaint in its Final Response Letter to the Complainant on 17 April 2019.

I note that the Provider acknowledged to the Complainant in the Final Response Letter dated 17 April 2019 that the manner in which she was spoken to by its representative on Monday 25 March 2019, had been unsatisfactory and fell greatly below the professional standard which the Provider would expect from its agents.

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The Provider confirmed that it would address this directly with the person involved. The Provider offered an apology and stressed that it was working hard to ensure that this would not happen again and the Complainant was thanked for taking the time to bring her concerns to the Provider's attention.

In my opinion, the nature of the call between the Complainant and the Provider's agent on Monday 25 March 2019 was unsatisfactory. I accept that the Complainant was entitled to take the view that the Provider's agent was needlessly abrupt and somewhat confrontational.

In all of the circumstances outlined therefore, I consider it appropriate to uphold this complaint that the level of customer service made available by the Provider to its customer was very poor. To mark that finding, I consider it appropriate to direct the Provider to make a compensatory payment to the Complainant in the sum of €500.

### **Conclusion**

- My Decision pursuant to **Section 60(1)** of the **Financial Services and Pensions Ombudsman Act 2017**, is that this complaint is upheld on the grounds prescribed in **Section 60(2)(g)**.
- Pursuant to **Section 60(4) and Section 60 (6)** of the **Financial Services and Pensions Ombudsman Act 2017**, I direct the Respondent Provider to make a compensatory payment to the Complainant in the sum of €500, to an account of the Complainant's choosing, within a period of 35 days of the nomination of account details by the Complainant to the Provider. I also direct that interest is to be paid by the Provider on the said compensatory payment, at the rate referred to in **Section 22** of the **Courts Act 1981**, if the amount is not paid to the said account, within that period.
- The Provider is also required to comply with **Section 60(8)(b)** of the **Financial Services and Pensions Ombudsman Act 2017**.

**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**

13 January 2021

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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.

