



<u>Decision Ref:</u>	2022-0182
<u>Sector:</u>	Insurance
<u>Product / Service:</u>	Car
<u>Conduct(s) complained of:</u>	Lapse/cancellation of policy Delayed or inadequate communication Dissatisfaction with customer service
<u>Outcome:</u>	Rejected

LEGALLY BINDING DECISION OF THE FINANCIAL SERVICES AND PENSIONS OMBUDSMAN

The Complainant held a **Car Insurance Policy** with the Provider. The policy period in which this complaint falls, is from **20 July 2019** to **19 July 2020**. The Provider cancelled this policy on **2 April 2020** due to the non-payment of the **March 2020** direct debit premium instalment. This complaint concerns the Provider's failure to notify the Complainant of its intention to cancel his policy and the Provider's failure to then deal with the Complainant's resulting complaint in an acceptable manner.

The Complainant's Case

The Complainant sets out his complaint in the **Complaint Form** he completed to the Office on **5 August 2020**, as follows:

"On 18/07/20 at 12:12pm I contacted [the Provider] to renew my car insurance policy. I waited on hold for 20 minutes and eventually spoke to [Agent 1]. This call lasted 27 minutes. During this call I was informed by [Agent 1] that my policy was cancelled due to an unpaid [premium] instalment. I informed [Agent 1] that I was not aware that my policy was cancelled and that I received absolutely no notification of this by phone, email or post. [Agent 1] did not offer any resolution or assistance and repeated "There is nothing I can do". I asked to speak to a supervisor and [Agent 1] put me on hold for 7 minutes and then informed me that no supervisor was available for me to speak to. I questioned why not? [Agent 1] stated that they are all unavailable as they are very busy. As I attempted to come to a resolution and make an attempt to pay and renew my policy the call was terminated.

I can confirm that I had my mobile phone on loudspeaker, and I did not hang up the phone or terminate the call. It was later confirmed by [the Supervisor] that [the Provider] could see that [Agent 1] terminated the call on me by abruptly and without explanation hung up the phone on me, a customer who had three policies with [the Provider], my car insurance, my partner car insurance and our home insurance.

I immediately rang [the Provider] again at 12:45pm on 18/07/20. I was put on hold for 25 minutes and I then spoke with [Agent 2]. I explained what had just happened to [Agent 2] and I requested to speak to a supervisor. I was immediately put through to [the Supervisor]. I explained to [the Supervisor] that I was informed that my car policy was cancelled and that I received no notification by way of phone call, post or email and that this is completely unacceptable. I also informed [the Supervisor] that I suspect that [Agent 1] hung up on me mid-call and I found this to be extremely unprofessional and discourteous.

[The Supervisor] confirmed that 3 letters were allegedly sent to [address redacted - format: LINE 1: house number and road, LINE 2: main road, LINE 3: area, LINE 4: city] and some were registered letters. I stated that my address was [address redacted - format: LINE 1: house number and road, LINE 2: area, LINE 3: city]. [The Supervisor] also confirmed that emails were sent to my email address but she could see that they were marked as "unopened" from [the Provider's] system. [The Supervisor] confirmed that no attempts were made to contact me by phone as per normal [Provider] procedure. [The Supervisor] could not confirm who signed for the registered letters. [The Supervisor] undertook to contact me on or before Wednesday 22/07/20. I requested that [the Supervisor] confirm to me a number of issues:

- 1. Who signed for the registered letter(s) that were sent?*
- 2. Result of the internal complaint that I made about my treatment by [Agent 1] during my initial call [on 18 July 2020].*
- 3. Did [Agent 1] actually attempt to put me through to a supervisor at all as I waited on hold for 7 minutes?*
- 4. If he did, what was the name of the supervisor and why were they unavailable to speak to me, while [Agent 2] could put me through to [the Supervisor] straight away?*
- 5. If [Agent 1] did not attempt to put me through to a supervisor when I requested, then why not?*

[The Supervisor] failed to contact me on or before Wednesday 22/07/20 as agreed which forced me to ring [the Provider] again.

On 27/07/20 I contacted [the Provider] again at 15:00 hrs. I spoke to [Agent 3] and I informed her about what had occurred. [Agent 3] informed me that [the Supervisor] "broke her hand" and was on "Holidays" and that could be why she didn't contact me. [Agent 3] put me through to [Agent 4]. [Agent 4] stated she could not provide me with any information regarding my complaint about [Agent 1]. [Agent 4] could not provide me with any update regarding the query surrounding the registered letters but that she would reapply to confirm these details.

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I also requested to have the audio recording of the phone calls disclosed to me. I again requested that [Agent 4] get back to me to confirm the following details:

- 1. Who signed for the registered letters?*
- 2. Result of internal complaint about [Agent 1]?*
- 3. Did [Agent 1] attempt to put me through to a supervisor?*
- 4. Yes, then what supervisor? No, then why not?*

[Agent 4] contacted me some days later and informed me that the registered [letter] was marked as received by [the Complainant] on 18/03/20. I informed her that I could not have signed for this due to Covid regulations by An Post at the time and [Agent 4] could not confirm that there was an actual signature for the registered post. [Agent 4] informed me that [the Supervisor] left a voicemail for me on my phone on 20/7/20 at 12:15 hrs. I did not receive any voicemail. I also had no missed calls. [Agent 4] informed me that [the Supervisor]'s manager's name was [named redacted] (Operations Manager) but she refused to pass on my complaint to him or to provide me with any contact details for [the Supervisor]'s supervisor.

I am absolutely disgusted with the level of treatment I have endured from [the Provider]. It was confirmed that [Agent 1] took it upon himself to hang up the phone on me without explanation or reason. This level of customer service is unacceptable and highly unprofessional. This level of customer service falls way below that at what you would expect from [the Provider]. He offered no empathy or resolution skills.

[Supervisor 1] undertook to contact me and did not do so. Again, terrible customer service.

I now respectfully request to know the following:

- 1. Why did [Agent 1] hang up the call on 18/7/20?*
- 2. What is the result of my complaint about him?*
- 3. Did he attempt to put me through to a supervisor? Who? On 18/7/20.*
- 4. Was there an actual signature received by An Post for the registered letter?*
- 5. [The Supervisor], did she leave a voicemail for me on 20/7/20 at 12:15? I suspect this is not true.*
- 6. Why have I still not received the recordings of the calls yet as requested?*

I feel sufficient attempts were not made by [the Provider] to notify me of my [policy being cancelled, emails they sent were "unopened", letters were sent to the wrong address. They should have phoned me to satisfy themselves that I had received the information because if I was involved in a car accident being uninsured, I could potentially loose (sic) my job and home".

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In his email to this Office of **31 March 2021**, the Complainant submits, among other things, that:

"... with regard to failure of payment and possible cancellation ... I strongly submit that I did not receive any letters by post and no email notice was received, opened or read by me ...

*[During the telephone call on **20 July 2020**] [the Supervisor] confirms that the emails sent by [the Provider] were marked as "unopened".*

Furthermore, during my recorded phone call with [Agent 1], it was confirmed that letters were issued on 04/03/20 and 13/03/20. [Agent 1] confirmed during this recorded phone call...that "We wouldn't have sent any emails". [Agent 1] continued to explain that no mobile phone calls were made to notify me of the impending cancellation. I subsequently contacted [the Provider] to renew my Policy which I was of the belief was active and had no issues only to learn then that the policy was cancelled ...

[The Provider] claim [they communicated to me that the policy was cancelled and the reason for same] by a posted letter that explained the reasons and consequences. This letter was not received by me. Emails were not delivered or opened and no attempts were made by [the Provider] to contact me by mobile phone to which they had on my file which could have been easily accessed. I also robustly submit that the signature on the An Post receipt is clearly not my signature. No registered letters were received by me ...

[Regarding] the investigation of the initial call where [Agent 1] abruptly, rudely and unprofessionally hung up the phone on me as I was trying to identify a solution to my problem ... [the Provider] indicates that it was investigated as per company policy. I have not been informed of the result of this investigation in any way since making this complaint. Was there any consequences for his unprofessional and extreme lack of empathy or consideration? If so what? During a call with [the Supervisor] she stated that she was going to report this matter to HR, her line manager and her department manager. Was this done? ...

Also, [Agent 1]'s words and reasons for not being able to put me through to a supervisor were that "we are incredibly busy", "if I am offering a solution then other calls are more important than yours", "supervisor not here unfortunately", "a call back is all we can arrange at the minute unfortunately". These provide to be false as [Supervisor 1] has confirmed that there were three supervisors available and could be contacted via phone calls or skype. [The Supervisor] informed me that she would "find out who [Agent 1] tried to contact and get back to me". I have still not been informed of this. Who did he try to put me through to as I waited on hold? His reasons fell short of the expected customer service ...

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This experience has had a negative effect on me over the last year and I have suffered anxiety and stress as a result of my dealings with [the Provider]. [The Provider's] failings to adequately deal with my policy could have had potential detrimental consequences for me, my job, my mortgage and my family. This whole experience has been tough to deal with personally ... [The Provider] have been nothing short of evasive, defensive and vague ..."

In addition, in his email to this Office of **10 May 2021**, the Complainant further submits that the Provider has failed to address a number of concerns that he raised in his complaint.

For example, the Complainant says the Provider has repeatedly failed to confirm if Agent 1 did, during his initial telephone call to the Provider on **18 July 2020**, attempt to put him through to a supervisor and he expresses doubt that Agent 1 did, given that when he telephoned back after Agent 1 hung up on him, Agent 2 was able to transfer him to the Supervisor almost immediately with no problem.

The Complainant also questions whether Agent 4 did email the Operations Manager and mark it urgent that the Operations Manager contact the Complainant, as he was advised, and if Agent 4 did send such an email, the Complainant asks why the Operations Manager did not then contact him.

The Complainant also submits that the Provider had failed to provide him with the full recordings of the telephone conversations that took place, in that he says there are clear gaps in conversations and that some recordings *"have been edited to ease the liability supporting poor customer service"*.

Furthermore, in his email to this Office of **17 June 2021**, the Complainant submits that:

"... response from [the Provider] is in keeping with all correspondence and interactions from the very beginning of this complaint, vague at best, and incomplete. It is evident to me that there seems to be serious issues with clarity of evidence (gaps in recordings etc.) disclosed...and clutching at straws excuses where [the Provider] are clearly negligent but just can't seem to come to terms with just putting up [its] hands to admit that mistakes were made in an attempt to minimize negligence ..."

The Complainant states in the **Complaint Form** that in order to resolve this complaint,

"I would like [the Provider] to acknowledge the terrible customer service, an update regarding my complaint of [Agent 1] and result of same, I would like my questions addressed as stated, I would like an apology from senior management, I would like recorded phone calls disclosed as promised".

The Provider's Case

Provider records indicate that the Provider cancelled the Complainant's **Car Insurance Policy** on **2 April 2020** due to the non-payment of the **March 2020** direct debit premium instalment. In doing so, the Provider notes that the 'General Conditions' section of the applicable **Car Insurance Policy Document** provides at pg. 10 that:

"2. Paying by instalments

If you are paying, or have agreed to pay, the premium for this policy by direct debit from a bank or building society account, you must keep your payments up to date. If you do not, we will withdraw the option to pay us by instalments or cancel the policy (or both). You must then return your certificate and disc to us ..."

The Provider says it attempted to collect the premium from the Complainant's bank on **2 March 2020**, but the payment request was returned marked as "*Insufficient Funds*".

The Provider says it wrote to the Complainant on **4 March 2020** to advise that it had been unable to collect the premium instalment and that it would retry to collect the payment from his bank account within seven days. The Provider says it also sent a similarly worded email to the Provider at **16:39** on **4 March 2020** and that its system indicates that this email was opened by the recipient at **03:17** on **5 March 2020**.

The Provider says it again attempted to collect the premium from the Complainant's bank on **11 March 2020**.

The Provider says the Complainant telephoned on **12 March 2020** to change his bank details. The Agent advised the Complainant that the payment request made to his bank on **11 March 2020** had not come back yet but that if it came back unpaid, the Provider would send out a further letter.

The Provider says the payment request it sent to the Complainant's bank on **11 March 2020** was then returned marked as "*Insufficient Funds*".

The Provider says that because it had not received the payment for the **March 2020** premium instalment, a **Final Notice** issued to the Complainant by registered post on **13 March 2020** advising, among other things, that:

"If you do not pay the full remaining amount of your annual premium your policy will be cancelled from 02/04/2020 and you will not be insured to drive your vehicle".

The Provider says that An Post has confirmed to it, that this registered letter was delivered and signed for at **09:54** on **18 March 2020**.

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In relation to the telephone call the Complainant had with Agent 1 on **18 July 2020**, the Provider notes that the Complainant wanted to speak to a supervisor there and then but Agent 1 was not able to provide him with access to one at that time. Agent 1 did offer the Complainant a call back, but the Complainant was insistent on being put through. The Provider says it fully accepts that it was unprofessional for Agent 1 to abruptly hang up on the Complainant and that this was not an appropriate level of customer service, and it confirms that the appropriate action was taken against Agent 1 in line with company procedures.

The Provider notes that the Complainant telephoned the Provider a second time on **18 July 2020** and this time he was passed to and dealt with by the Supervisor in charge, who tried to resolve his complaints.

The Provider says it upheld the Complainant's complaint regarding the poor customer service provided. The Provider says that in order to ensure that he was not without cover, it reinstated the Complainant's **Car Insurance Policy** on **18 July 2020** and waived the three unpaid instalments of **€134.58 (one hundred and thirty-four Euro and fifty-eight Cent)**. This policy was then lapsed at **23:59** on **19 July 2020** and a new policy was set up at **00:01** on **20 July 2020** with an additional discount of **€100.00 (one hundred Euro)** applied to the new policy in further redress, thereby matching the previous year's premium.

The Provider says that recordings of telephone calls were sent to the Complainant by its Compliance Department on **28 August**, **8 September** and **28 September 2020**, as they became available. In addition, the recording of a telephone call from **29 July 2020** and another from **30 July 2020** were later identified and forwarded to the Financial Services and Pensions Ombudsman on **26 May 2021**, for onward delivery to the Complainant. The Provider says it did not edit any of the call recordings.

In relation to his comments that Supervisor 1 did not call him back after his talking with her on **18 July 2020**, the Provider says that Supervisor 1 did telephone the Complainant at **10:52** on **20 July 2020** and left the following voicemail:

"Hi [Complainant's name redacted], it's [Supervisor 1] at [the Provider] giving you wee call back at [the Provider]. Want to give me a call back here or I can give you a call in an hour. It's [Supervisor 1]. Thank you".

The Complainant says that Supervisor 1 made a further call back to the Complainant at **12:08** on **20 July 2020** and spoke with the Complainant at that time.

The Provider is satisfied that the Complainant's complaint regarding the poor customer service was addressed during the complaint telephone calls and that the Complainant was provided with a total of **€234.58 (two hundred and thirty-four Euro and fifty-eight Cent)** in redress due to his poor customer experience.

The Complaint for Adjudication

The complaint is that:

1. the Provider failed to notify the Complainant of its intention to cancel his policy, following the non-payment of the **March 2020** direct debit premium instalment;
and
2. the Provider failed to deal with the Complainant's resulting complaint in an acceptable manner.

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 May 2022**, 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.

I note that the Provider cancelled the Complainant's **Car Insurance Policy** on **2 April 2020** due to the non-payment of the **March 2020** direct debit premium instalment.

The first element of this complaint is that the Provider failed to notify the Complainant of its intention to cancel his policy, following the non-payment of the **March 2020** direct debit premium instalment. I note that the Provider attempted to collect the **March 2020** premium from the Complainant's bank on **2 March 2020** but this payment request was returned marked as "*Insufficient Funds*".

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I note that, as a result, the Provider then wrote to the Complainant on **4 March 2020** as follows:

"We did not receive your premium instalment amount of €44.86.

If you have since paid us directly, thank you and we are sorry for troubling you.

However, if you have not paid, we will try to collect your payment again, within seven days.

Please ensure you have adequate funds, as otherwise the full balance of €134.58 will have to be paid.

We want to avoid you having to pay the full balance or cancelling your policy, so please ensure there are funds available to meet your outstanding instalment.

If you wish to pay this outstanding instalment online, please visit our website by logging onto [website redacted].

Thank you for your business and if you have any questions, please contact is on [telephone number redacted].

If this full balance is not paid, we will unfortunately have to cancel your policy from 02/04/2020".

The Provider advises that it also emailed the Complainant at **16:39** on **4 March 2020**, using the following template:

"We're writing to let you know that your monthly insurance payment of € was unsuccessful.

What Happens Next

We'll try to collect the payment again from your bank within the next five days. Please ensure that the funds are in place.

If you've already made this payment, please ignore this email and any letter we send to you regarding this payment".

The Provider has provided a screenshot confirmation from its system that it sent the Complainant the email at **16:39** on **4 March 2020** and that this email was opened by the recipient at **03:17** on **5 March 2020**. The Complainant however says he did not receive this email.

Nevertheless, having listened to a recording of the telephone call that the Complainant made to the Provider on **12 March 2020**, I note the Complainant confirmed at the outset of this call that he had received the letter dated **4 March 2020**, as follows:

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"I got a letter there about funds not going through, I want to make sure that everything's ok with the account ...

I got a letter there on the 4th March ..."

The Agent advised the Complainant that the **March 2020** premium request had been returned by his bank as unpaid and that the Provider had already sent a second request to the bank for this payment the previous day, **11 March 2020**. The Complainant provided new IBAN details to ensure that this would not happen again.

The Agent then advised the Complainant that if the payment request already sent the previous day was also returned as unpaid, then he would receive another letter from the Provider.

The second payment request for the **March 2020** premium was then returned marked as *"Insufficient Funds"*. As a result, the Provider wrote to the Complainant on **13 March 2020** by way of registered post, as follows:

"We recently wrote to you regarding the premium instalment (s) that you owe us in relation to the above policy.

If you have since paid us, thank you and we are sorry for troubling you.

However, if you have not paid the outstanding premium instalment (s) then, in accordance with the terms of your instalment agreement, you must now pay the full remaining amount of your annual premium by 02/04/2020 for your insurance to continue.

You can pay the remaining annual premium by credit or debit card, by contacting us at [telephone number redacted].

If you do not pay the full remaining amount of your annual premium your policy will be cancelled from 02/04/2020 and you will not be insured to drive your vehicle. You may also find it difficult to arrange insurance of this type in the future. If we cancel your policy, by law you must return your insurance certificate and disc to us. We will let the Department of Transport know that we have cancelled your policy.

If you have any questions, please contact us on [telephone number redacted]".

The Provider has provided confirmation from An Post that this registered letter of **13 March 2020** was delivered at **09:54** on **18 March 2020** and was signed for with the first initial and the surname of the Complainant. It would appear that this signature was obtained by way of a touch stylus pen on a tracking pad. While the Complainant says that this is not his signature, I take the view that this is a matter for him to pursue with An Post, and it is not a matter for the Provider.

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The Complainant says that the Provider issued its letters to an incorrect postal address, in that his address format is:

LINE 1: house number and road,
LINE 2: area,
LINE 3: city

The Provider issued the letter of **4 March 2020** and the registered letter of **13 March 2020** to the Complainant using the following four-line address format:

LINE 1: the correct house number and road
LINE 2: an additional line containing a main road,
LINE 3: the correct area,
LINE 4: the correct city

I am of the opinion that the inclusion of the additional line in the postal address that the Provider used to issue its letters to the Complainant is of limited significance. In that regard, I note that the Complainant confirmed by telephone on **12 March 2020** that he had received the Provider's letter of **4 March 2020** which issued using the four-line address format. The Complainant also confirmed by telephone at **12:08** on **20 July 2020** that he received a COVID-related premium refund cheque from the Provider in the amount of **€30.00 (thirty Euro)** which issued to him on **25 June 2020**, again using the four-line address format. In addition, An Post has confirmed delivery of the Provider's registered letter of **13 March 2020** which also issued to him using the same four-line address format.

Where a policyholder chooses to pay his or her policy premium by way of direct debit instalments, the onus is on the policyholder to ensure that there are sufficient funds in his or her account, to meet the monthly direct debit.

I note that during his telephone call to the Provider on **12 March 2020**, the Agent made the Complainant aware that if the second attempt to collect the **March 2020** premium that had been sent to his bank the day before on **11 March 2020**, was returned unpaid, he would then receive a further letter from the Provider. It would have been prudent of the Complainant to have checked his account transactions to ensure that the **March 2020** premium had been collected, or could be collected, but it is unclear whether he did so.

The Complainant's **Car Insurance Policy**, like all insurance policies, is subject to the terms, conditions, endorsements and exclusions set out in the policy documentation. The 'General Conditions' section of the applicable **Car Insurance Policy Document** provides at pg. 10 that:

"2. Paying by instalments

If you are paying, or have agreed to pay, the premium for this policy by direct debit from a bank or building society account, you must keep your payments up to date. If you do not, we will withdraw the option to pay us by instalments or cancel the policy (or both). You must then return your certificate and disc to us ..."

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I also note that the **Direct Debit Agreement** states that:

"We may cancel your policy if you fail to make the repayments".

Having regard to all of the above, I am of the opinion that the evidence does not support the complaint that the Provider failed to notify the Complainant of its intention to cancel his policy, following the non-payment of the **March 2020** direct debit premium instalment.

The second element of the complaint is that the Provider failed to deal with the Complainant's resulting complaint in an acceptable manner.

The Complainant telephoned the Provider at **12:21** on **Saturday 18 July 2020** seeking a renewal quote for his policy. Having listened to the recording of this call, I note that Agent 1 advised the Complainant that his policy had been cancelled on **3 April 2020** as the **March 2020** premium instalment was not paid. Agent 1 also advised the Complainant that letters had been sent to him at that time in relation to the unpaid premium and the cancellation of the policy, but advised him that no email had been sent. This was incorrect, as I note the Provider has since provided a screenshot confirmation from its system that it sent the Complainant an email at **16:39** on **4 March 2020** regarding the unpaid premium and that this email had been opened by the recipient at **03:17** on **5 March 2020**.

The Complainant then asked to be put through to a supervisor and Agent 1 advised that he would see if a supervisor was available, and asked him to hold the line and placed the Complainant on hold. I note that at this point in time, Agent 1 clearly had some difficulty in hearing the Complainant and asked him twice *"hello?"* and *"can you hear me?"* Agent 1 returned to the Complainant and advised him that there was no supervisor available to talk with him and that he could arrange a call back for him, though as they were incredibly busy at that time, such a call back would probably not be until **Monday 20 July 2020**. Agent 1 explained to the Complainant that he could not keep him online to wait for a supervisor to become free because that would prevent him from taking other calls. The Complainant then began explaining to Agent 1 that he would agree to being set up for a new policy today and would also have a call back on Monday from a supervisor but while he was explaining this, the call was abruptly terminated.

The Complainant telephoned the Provider again at **12:51** on **18 July 2020** to explain that he had just been cut off during the previous call. Having listened to the recording of this call, I note that Agent 2 offered to try to transfer the Complainant through to a supervisor and explained that due to COVID-19, staff were working from home. In that regard, Agent 2 advised:

"... we are having some system issues [Complainant] off and one cause we are working from home, so I wanna make sure and confirm your number in case me and your call get cut off because I won't know you're gone until I come back [Complainant] so I can then ring you back, ok?"

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Agent 2 successfully transferred the Complainant to the Supervisor, who confirmed, among other things, that an email had been sent regarding the **March 2020** premium instalment, as follows:

“... and you didn’t notice that we sent you an email there on 4th March? ...

Have you any emails there from us that are unopened? ...”

The Complainant confirmed to the Supervisor that the email address the Provider held on record for him was correct.

The Supervisor agreed to reinstate the Complainant’s **Car Insurance Policy** from the date it had been cancelled, so that there would be no cancelled policy on his record but advised that she would not know until Monday what premium was outstanding. The Supervisor also advised that she would listen to the Complainant’s earlier telephone call with Agent 1 and speak with the staff member herself. The Supervisor agreed to telephone the Complainant back on **20 July 2020**.

The Supervisor telephoned the Complainant at **12:08** on **20 July 2020**. Having listened to the recording of this call, I note the Supervisor advised the Complainant that *“there would have been two registered letters that went out to your address”*. This appears to have been incorrect, in that there is evidence of only one registered letter, the Provider sent to the Complainant in relation to this matter on **13 March 2020**. I note the Supervisor also asked the Complainant, *“you didn’t open the emails, from what I can see – did you check your email account for emails?”* This was also incorrect, in that the Provider has since provided a screenshot confirmation from its system that the email it sent to the Complainant at **16:39** on **4 March 2020** was opened by the recipient at **03:17** on **5 March 2020**. I note the Supervisor also confirmed to the Complainant that *“[Agent 1] has admitted that he terminated the call”* with the Complainant on **18 July 2020** and advised that this matter was under investigation and that she would telephone him by **27 September 2020** with an update. I note that the Supervisor did not follow-up with this call.

The Complainant telephoned the Provider on **29 July 2020**. Having listened to the recording of this call, I note that Agent 4 advised the Complainant that the Supervisor had broken her hand and was on holidays, but that she would try to assist him. In relation to the Complainant’s complaint regarding Agent 1 terminating the telephone call on **18 July 2020**, Agent 4 advised the Complainant that:

“... we’re not obliged to give out any personal information on any disciplinary action on personnel ...

now, in relation to [Agent 1], I am unable to give you out any information. His information is protected by GDPR so it is something we are taking seriously, I can advise you of that, but I am unable to provide any further information ...”

I note that in its **Final Response** letter that issued to the Complainant dated **30 July 2020**, the Provider stated that:

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“Our investigations into your complaint are now completed and the outcome is as follows:

- *Notification regarding cancellation of Car Insurance Policy*

Your cancellation letter was signed for by [the initial and surname of the Complainant] on 18th March 2020 @ 9:54am

- *Customer Service provided to you on 1st contact with [the Provider]*

This is being dealt with internal and we are not in a position to disclose outcome

- *Call back not received*

We attempted to call you on 20th July 2020 and left a voicemail.

- *A new policy has now been set-up - policy number 226728472 for €375.00 (we matched last year's price (€475) and reduced it by further €100 as good will gesture)”.*

I accept the Provider's position that having investigated the complaint regarding the Complainant's telephone call with Agent 1 that took place on **18 July 2020**, it would not have been appropriate for it to furnish details of any resulting disciplinary action. I note that the Provider acknowledged that Agent 1 terminated the telephone call with the Complainant on **18 July 2020** and that the Provider has apologised for this.

The Provider upheld the Complainant's complaint, and it reinstated his policy from the date of cancellation, waived the outstanding premiums, matched the new renewal premium with that of the previous year and reduced that premium by a further **€100 (one hundred Euro)**. As a result, the Complainant was provided with redress at a total value of **€234.58 (two hundred and thirty-four Euro and fifty-eight Cent)** and the removal of a cancelled policy from his record, due to his poor customer experience. I am satisfied that this was a reasonable and appropriate outcome to the Complainant's complaint.

The Complainant has asked for confirmation as to whether Agent 1 did in fact seek a supervisor to talk with him when he was placed on hold during the telephone call on **18 July 2020** and he expresses doubt that Agent 1 did, given that when he telephoned back, Agent 2 was able to transfer the Complainant to a supervisor almost immediately.

I take the view that it is not unusual for the supervisors on duty to be busy dealing with customers or staff at certain times and yet be free and contactable at other times, in that this would be very much the normal ebb and flow of a working day in a call centre.

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Furthermore, having considered the recording of the telephone call between the Complainant and Agent 1 that took place on **18 July 2020**, I note that up until this call was abruptly terminated, Agent 1 had dealt with the Complainant in a courteous manner and had offered to book for him a call back, whereby a supervisor would telephone the Complainant on the next working day. I take the view that this is a very normal course of action for staff to pursue when they are unable to transfer a customer to a supervisor at a given point in time.

I note that there are a number of short gaps or silences in the recordings of the telephone calls that the Provider has furnished to this office. This is unsatisfactory. However, in light of the comments made by both parties before and after these gaps or silences, I do not accept the Complainant's contention that some recordings "*have been edited to ease the liability supporting poor customer service*".

Having regard to all of the above and noting the redress which the Provider has long since put into effect, I am of the opinion that the evidence does not support the complaint that the Provider failed to deal with the Complainant's resulting complaint in an acceptable manner. Accordingly, I do not consider it appropriate to uphold this complaint.

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
Financial Services and Pensions Ombudsman (Acting)

2 June 2022

PUBLICATION

Complaints about the conduct of financial service providers

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—

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- (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.

Complaints about the conduct of pension providers

Pursuant to *Section 62* of the *Financial Services and Pensions Ombudsman Act 2017*, the Financial Services and Pensions Ombudsman will **publish case studies** in relation to complaints concerning pension 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.