



<b><u>Decision Ref:</u></b>	2022-0248
<b><u>Sector:</u></b>	Insurance
<b><u>Product / Service:</u></b>	Household Buildings
<b><u>Conduct(s) complained of:</u></b>	Dissatisfaction with customer service Delayed or inadequate communication Failure to process instructions in a timely manner
<b><u>Outcome:</u></b>	Rejected

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

This complaint relates to customer service, communication and processing issues arising from a quotation for house insurance from the Provider.

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

The Complainant states that he contacted the Provider over the phone on **6 January 2020** requesting a quote for house insurance. At the time of calling, the Complainant's existing policy of insurance with another provider, was due to expire on **19 January 2020**.

The Complainant states that during the call he was given a quote which he requested be posted to him for review. He states that he did not receive a quote and so he called the Provider on **10 January 2020** and was informed by the Provider's representative that they were unaware as to where the quote was, but that the Provider would issue a fresh quote.

The Complainant states that on **17 January 2020**, he had still received nothing from the Provider, so he called again and was advised that the representative dealing with the call would look into the issue and call the Complainant back, he never received this call back. The Complainant states that he called yet again on **21 January 2020** and spoke to the same representative and requested to be put through to complaints and instead he was again advised that the representative would investigate the matter and call the Complainant back.

The Complainant states that again he received no call and instead he received a letter on **30 January 2020** from the Provider, with an enclosed house insurance quote. The Complainant states that upon receipt of this letter he decided to have no further dealings with the Provider and that, at the time of making the complaint to this Office, he still had not received a response from the Provider's complaints department.

The Complainant states that he was *"very concerned that something could have happened to [his] lapsed policy during the time from trying to get the quote."*

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

The Provider accepts that the above phone calls from the Complainant took place, however, it states that the first call was on the **7 January** not the **6 January 2020** and it states that it was informed by the Complainant of his current policy's expiration date of **19 January 2020** during the phone call of the **13 January 2020**.

The Provider states that it sent the quotation documents by normal post on **13 January 2020, 21 January 2020, 30 January 2020, and 3 February 2020**. The Provider states that in doing so, it complied with **Provision 3.2** of the **Consumer Protection Code 2012 (CPC)** to supply information in a timely fashion.

The Provider states that a complaint was logged on **23 January 2020** in relation to the quotation not arriving and it says that its representative advised the Complainant that it can take up to 7 days to arrive, and that the quotation had been re-issued. The Provider states that a further complaint was raised on **3 February 2020** and that a Final Response Letter was issued on the same day. The Provider states in its Final Response Letter, that it was willing to *"incept the policy over the phone and again issue the documentation and wait seven days for payment of the policy when he had read and confirmed he was happy that our policy met his requirements"*

In relation to any promised call backs not fulfilled, the Provider states that it has no recordings of those phone calls, nor records indicating that call backs were promised.

### **The Complaint for Adjudication**

The complaint is that the Provider, through poor customer service and inadequate complaint handling, failed to administer the Complainant's request in a timely manner which could have adversely affected his house insurance cover.

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

The primary issue surrounding this complaint is whether or not the Provider properly complied with the Complainant's instructions when he requested that a quotation for house insurance be sent to him in hard copy, by post. There is a small issue surrounding whether the Complainant first contacted the Provider on **6 January 2020** or **7 January 2020**; on the basis of the phone records provided by the Complainant it seems clear that contact was made on Tuesday **7 January 2020**. No recording or notes were provided in relation to the first call; nor is there any record of a quotation being requested on **7 January 2020**.

There is a recording from Friday **10 January 2020** in which the Complainant referenced his request for a quote a few days earlier and, in absence of contradictory evidence, I am satisfied that this request was made.

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The parties agree that there was further contact on **13 January 2020**, and it is recorded that a quote was requested on this date and the Provider states that it did in fact send out that quote.

The Complainant states that this quote was never received, nor is there a letter dated the **13 January 2020** included within the documentation. There are a number of phone calls on **13 January 2020** of which during the last, at 12.26pm, the quote was given and the representative informed the Complainant that the quote would be posted out to him and that he would receive it within "*three to five working days*".

It is clear that there is a note on the Provider's internal system related to this phone call, but this note makes no reference to a quote having been sent out in the post.

There appear to have been two subsequent phone calls, for which there are no recordings, but where it is recorded within the Provider's internal system notes that the Complainant called, stating that he had not received the quote. The Provider states that the quote was re-issued by post on **21 January 2020**, and this is reflected within the internal notes and is referenced during the further phone call, of which there is a recording, of the **23 January 2020**. There is no letter dated **23 January 2020** containing the quote included within the documentation provided by either party.

On the evidence before me I am satisfied that the Complainant did not receive these documents from the Provider. There is documentary evidence to support the creation and sending of the quote on **21 January 2020** but there is no evidence in relation to **13 January 2020**. Therefore, there is no evidence before me that the representative on **13 January 2020** sent the quote to the Complainant by way of post, as he informed the Complainant that he would. In absence of this, I am satisfied on the balance of probabilities that this task was in fact overlooked by that representative.

It then appears from the documentation that the Provider attempted to rectify this by sending the document by post, on **21 January 2020**. The Complainant says that this did not arrive, so it seems possible that this correspondence was mislaid during the postal process.

I note that the next contact between the Complainant and the Provider was on **30 January 2020**. The Complainant said that he had been assured that the quotes would be sent, and the new representative responded:

*Agent: I understand [name] and I apologise about this it should have been sent and everything it looks like we have had previous agents who have issued it and [name] has reissued it... do you mind me asking do you have an email address?*

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*Complainant: No*

*Agent: See we can issue it by email if you knew someone with an email address*

*Complainant: No ... My house insurance is already out of date I explained on the 6<sup>th</sup> of the 1<sup>st</sup> that my house insurance is up on the 19<sup>th</sup> and they told me it would be ok*

*Agent: You aren't insured with us [name]. What I will do is I will manually go in here and set out issuing it out again*

*Complainant: And this is going to take another seven days?*

*Agent: It usually does, do you mind me asking do you live near any of the [Provider's] branches*

*Complainant: No*

The representative explained that the only other way was by post, and that the Provider issues the quote and then gives it to the postal service for delivery and that there was nothing else which it could do.

The Complainant asked to make a complaint at that point and asked for the number for the complaints department and was given that. There is no record of that phone call but there are internal emails from the Provider on that date where it is indicated that the Complainant was called, and the quote was being printed locally, to be sent out to him and that they "offered to incept pending payment 7 days but customer is happy enough to view docs first".

It is accepted by both parties that a quote dated **30 January 2020** was received by the Complainant on or before **6 February 2020**, which is the date on which the Complainant made a complaint to this Office. The Complainant at this stage had decided to avail of insurance with a different company which he states was €30 (thirty Euro) more expensive.

As set out above, I am satisfied that the Complainant did not receive a letter containing the requested quote until the **30 January 2020** letter was received, in February. In my opinion, this was likely due to a combination of an error on the part of a representative of the Provider on **13 January 2020** and issues perhaps with the postal service thereafter.

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The Complainant complains that the Provider failed to process his instructions in a timely manner in essentially taking from circa **13 January 2020** to sometime shortly before **6 February 2020** to send him the requested quote document in hard copy form. From the timeline of calls and the recordings which I have considered, it is clear that this was a very frustrating period for the Complainant.

A significant issue here in the time taken, arises from the fact that it was likely to take several days for a physical letter to arrive by post; taking this into account, the reasons for the delay become clearer.

A request was made by the Complainant on or around **13 January 2020** and some error occurred which meant that the hard copy quotation was not sent; roughly ten days later the Complainant called again, and the Provider attempted the same process, in an effort to resolve the difficulty and, for whatever reason, it was unsuccessful.

Seven days later this was raised by the Complainant and the Provider attempted to resolve the process in a different way canvassing the option of delivery by email or alternatively the option of the Complainant physically attending at a local branch. Ultimately however, the document was printed off locally and sent again, and this delivery was successful. The Complainant then made the decision to opt for a different company as his insurers, an option which was open to him at any stage during this process.

In my opinion, the Provider dealt with the complaint made, in a timely and effective manner. Insofar as the substance of the complaint is concerned, the parties' discussions on 7 January remain unclear, but the evidence indicates that on **13 January 2020**, there was a small delay by the Provider in issuing the documentation to the Complainant in hard copy, when the Provider's representative overlooked the matter.

This delay was ultimately addressed when the quotation was issued by post on **21 January 2020**, although some further delay occurred, it seems, because of postal issues. I do not accept however that this error warrants the complaint being upheld, because I don't accept that this small error constituted conduct coming within the meaning of **Section 60(2)** of the ***Financial Services and Pensions Ombudsman Act 2017***.

The Complainant was aware of the price quoted and he could have proceeded to incept cover, but he chose not to do so until he had a hard copy available to him. Although I am sympathetic to this being a difficult and stressful process for the Complainant, because of his desire to receive documents by post, I am satisfied that the Provider's delay was not extensive, and most of the delay arose from the need for the physical delivery of the requested quotation, because the swifter option of an email was not acceptable to the Complainant.

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Accordingly, I do not consider it appropriate to uphold the 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)**

26 July 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—

(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.