

## **The complaint**

Mr R complains about poor customer service from Royal London Mutual Insurance Society Limited in connection with a life insurance policy. Mr R's also unhappy about the way Royal London handled his complaint.

## **What happened**

The background to this complaint is well known to both parties, so I won't repeat all the details here. No discourtesy is intended. This is just a reflection of the informal nature of our service.

In brief, on 5 February 2024, Mr R called Royal London, asking for information about the indexation history of his policy. The agent wasn't able to provide the information quickly and seemed to misunderstand what Mr R was asking for. He asked Mr R to repeat his request but Mr R didn't want to do this. Unfortunately, the call then disconnected.

Mr R says he tried to call back but wasn't able to get through. The matter was on his mind during the day. He called back again later in the afternoon and was given the information he wanted. He also logged a complaint about poor service in the morning call and being cut off.

On 7 February 2024, Royal London sent Mr R a complaint resolution letter. Mr R was unhappy that no-one had spoken to him about his complaint and said the matter wasn't resolved. He subsequently received a call to discuss the complaint resolution letter. But Mr R did not appreciate what the agent was saying to him and terminated that call himself. He raised a further complaint about that agent, which was responded to in a letter dated 16 February 2024.

Mr R brought his complaints to the Financial Ombudsman Service. Our investigator didn't uphold Mr R's complaint. He acknowledged the experience would've been frustrating for Mr R, but didn't think Royal London had done anything fundamentally wrong. He also said we could only look into Mr R's complaint about poor service in the original call, not Mr R's subsequent dissatisfaction with the way his complaint was handled. This is because of the rules under which we operate.

Mr M disagreed so the complaint has come to me for a final decision.

## **What I've decided – and why**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Having done so, I'm not upholding this complaint. I recognise my decision will disappoint Mr R and I'm sorry about that. I'll explain my reasons, focusing on the key points and evidence I consider material to my decision.

Firstly, I'll deal with the scope of my decision. We operate under rules set out by the Financial Conduct Authority – commonly known as the DISP Rules and available online. We can only look into matters that meet the definition of a complaint given in those rules - that is, an expression of dissatisfaction about the provision of, or failure to provide a financial service. Mr R's second complaint is about the way the agent dealt with this complaint about his call to ask about his indexing history. So he's no longer complaining about something to do with his insurance policy, but about the way a complaint about his insurance policy was handled. Under our rules, this isn't an activity we can look into. So the scope of my decision is Mr R's original complaint about the poor service he received in his first call to Royal London on 5 February 2024.

Mr R had recently received his policy anniversary letter, outlining the indexation option for him. I've listened to the relevant calls. In the first call on 5 February 2024, Mr R clearly asked for information about whether he'd gone ahead with the indexing option on his policy over the previous two policy anniversaries. I can appreciate this was important information to Mr R as he needed to make a decision about whether to go ahead with the 2024 anniversary option.

Unfortunately, it seems the agent misunderstood what he was asking for and asked Mr R if he wanted to go ahead with this year's option. Mr R wanted a prompt answer and wasn't happy with being asked to repeat his request. This left the agent unsure how to proceed as he didn't understand what Mr R wanted and Mr R was reluctant to repeat himself. Unfortunately, the call then disconnected.

Clearly, this was an unsatisfactory call, but from what I've heard, the agent was trying to assist Mr R, albeit he initially misunderstood what Mr R wanted. I can appreciate Mr R's frustration, but I'm mindful it's also possible that if he had repeated his request to the agent, he might've been able to get the information he wanted there and then. Thankfully, Mr R was able to speak to another agent later in the day and did obtain the information he needed.

I've looked at the complaint resolution letter Mr R was sent. I can see the focus is on Mr R getting an answer to his enquiry later the same day, but it doesn't make reference to the disconnected call, about which Mr R was understandably upset. However, Mr R did subsequently receive information confirming it wasn't possible to say how the call ended. Mr R was concerned he'd been cut off by the agent, but there's no evidence to confirm exactly what happened or why.

I accept this was a frustrating situation for Mr R, but overall, I don't think Royal London made any significant errors here. The agent did misunderstand the reason for Mr R's call, but misunderstandings do happen and regrettably the opportunity to clarify matters was lost when the call disconnected. Mr R has experienced some inconvenience, but I don't consider this to have been significantly beyond minor annoyance. In its complaint resolution letter, Royal London apologised for the upset the matter caused. I think that is sufficient. I'm not going to ask Royal London to do anything more in respect of this complaint.

## **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 18 October 2024.

Jo Chilvers  
**Ombudsman**