

ombudsman news

essential reading for people interested in financial complaints – and how to prevent or settle them

tackling the past, planning for the future

We're preparing for another year of hard work at the Ombudsman Service as we continue to tackle the PPI challenge. We've been saying for a long time that PPI isn't something we can sort out in just a few months. We've spent the last couple of *years* scaling up our operation and developing our service to deal with the unprecedented volumes of cases.

That work is now paying off, and we're planning for another year of record activity.

Although we expect the volume of PPI complaints to decline, the numbers are still likely to be substantial and we expect to start the new financial year with at least 400,000 PPI cases on our books. So we'll still be relying heavily on people's patience, and businesses' co-operation, before we can draw a line under the PPI saga.

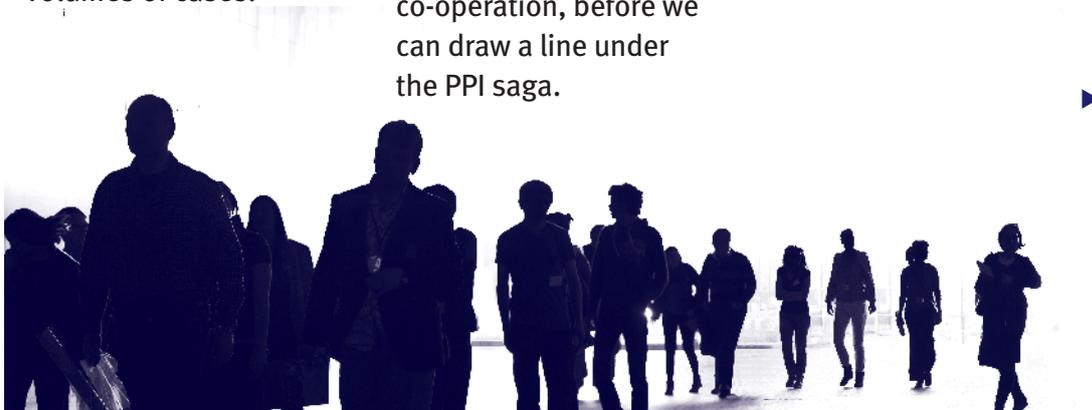
I am pleased to say, though, that over the next year or so the prospect of putting PPI behind us will get closer. And as it does we need to turn our attention to the changing needs of businesses and consumers.



Financial
Ombudsman
Service



scan for
previous issues



in this issue

annuities
page 3

ombudsman focus:
third quarter statistics
page 14

winter weather
page 20

Q&A page 28



Tony Boorman chief executive and chief ombudsman (interim)

We've already been trying out some different ways of making our services easier to use. Pointing consumers in the right direction in webchats and on social networking sites, as well as trialling new ways to register a complaint on our website. Expect more along these lines in the future.

We've also been out and about a lot more recently – talking to businesses about our approach and working with them to resolve issues before they become problems. We will be offering even more events for businesses in 2014/2015.

Many people's dealings with financial services are strained. And consumer trust in financial services is – at best – fragile. So we need to plan for continuing uncertain times ahead. But our objective remains the same – building trust by bringing clear, commonsense answers to consumer problems. Helping consumers and businesses understand where things have gone well – and not so well.

It's clear the businesses and consumers still face significant challenges in the year ahead. For our part, we are by no means out of the PPI woods yet – but I'd like to think we are heading along the right track. Have a look at our *plan and budget* consultation document and let us know what you think.

Tony

... we are by no means out of the PPI woods yet

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR
switchboard 020 7964 1000

consumer helpline
Monday to Friday 8am to 8pm and
Saturday 9am to 1pm
0800 023 4567 or 0300 123 9 123

technical advice desk
020 7964 1400
Monday to Friday 9am to 5pm

© Financial Ombudsman Service Limited. You can freely reproduce the text, if you quote the source.

ombudsman news is not a definitive statement of the law, our approach or our procedure. It gives general information on the position at the date of publication. The illustrative case studies are based broadly on real life cases, but are not precedents. We decide individual cases on their own facts.

annuities

An annuity is the technical term for the annual income paid by a product provider to someone who has taken out a pension.

There are many different types of annuity available. The most basic annuity is based on the life expectancy of just one “annuitant” only – and when that person dies, the annuity payments stop. Alternatively, consumers can choose an annuity that will provide a proportion of the income to their partner or dependants when they die.

Consumers can also choose either to have a fixed income or an annuity that increases each year.

While some consumers arrange their annuities themselves, others choose to get independent financial advice to make sure they get the annuity that best meets their needs.

We see a variety of different complaints relating to annuities. The complaints are often about the advice a consumer received about which annuity is most suitable for them – or about the administration of their annuity.

The level of income that a provider will pay to a consumer – usually known as the “annuity rate” – depends on a number of different factors, including the consumer’s age, state of health and life expectancy, and whether they want a single or joint policy. It also depends on a number of economic factors, including interest rates.

Some consumers are telling us that they are being offered a much lower level of income from their pension plans than they had expected. This is a result of life expectancies improving significantly, consistently low interest rates in recent years, and fund values turning out to be significantly less than originally projected.

In many cases these people took out pension plans in the 1980s and 1990s, when interest rates were much higher. The plans offered guaranteed annuity rates that are significantly higher than rates currently being offered on the open market. These plans also usually have specific conditions about when the guaranteed rates may be available.

Our online technical resource contains more information about annuities and how they work – as well as setting out our approach to the cases we see. We will look at the circumstances of each case – taking into account any relevant regulatory requirements, as well as the law and good industry practice at the time the annuity was taken out.

We often see similar issues in the annuity complaints we receive. Some of the more common ones are:

- ◆ consumers who tell us they were advised to transfer the value of their existing pension plans to other pension providers – and who lost their guaranteed annuity rates;
- ◆ consumers who say they were not told that their plans had guaranteed annuity rates – and who lost these under the pension plan’s terms and conditions;
- ◆ consumers who were not advised to take out the most suitable annuity to meet their needs; *and*
- ◆ consumers who tell us there was a delay in setting up the annuity – which led to a lower annuity rate or a delay in their receiving the income.

The case studies that follow illustrate some of these situations.



... in that particular tax year, Ms G had received an extra payment

case study 115/01

consumer complains she has overpaid tax – because business reported wrong annuity income to HMRC

When Ms G received her annual tax calculation for 2012/2013, she was surprised to see that she had paid extra tax relating to an adjustment for a previous year – 2009/2010. She wrote to HM Revenue and Customs (HMRC) to say that her income in 2009/2010 had been less than their statement suggested – and that she should have been taxed at a lower rate. HMRC replied, saying that Ms G's annuity provider had given them the higher figure for 2009/2010.

Since her divorce, Ms G had received a proportion of the total amount of the annuity in question – which was held in her ex-husband's name. Her income from it had been the same in the years before and after 2009/2010 – and she couldn't understand why that particular year should be any different. She found that the last P60 she had in her personal records was for 2008/2009. So she contacted the business to find out why the discrepancy had arisen – and to ask for her missing P60s so she could check the numbers herself.

However, the business insisted that they had submitted the right amount to HMRC for 2009/10. They apologised for the missing P60s – and said that they had sent them to Ms G's ex-husband – because the annuity was in his name. But although they reassured her that it wouldn't happen again, they said they couldn't now reissue Ms G's historic P60s.

Ms G was unhappy with this response, and she complained to the business. When they rejected her complaint, she referred the matter to us.

complaint upheld

Ms G told us that as a single pensioner, she kept a close eye on her finances. She provided us with her bank statements for the years since her divorce. Having looked at these we were satisfied that she had received the same amount of income from the annuity every month.

When we asked the business to explain their position, they told us that they had taken over the administration of the annuity in January 2010. The previous administrator had made payments to Ms G's bank account on the 24th of each month. However, the business made their payments on the first of each month – meaning that in that particular tax year, Ms G had received an extra payment. So the total the business submitted to HMRC was higher than usual in 2009/10. The confusion had arisen because Ms G was adding up the 12 payments she thought she had received – rather than the 13 she had actually received.

We accepted the business's explanation – and that they had provided HMRC with the correct figure. However, we noted that in their response to Ms G's complaint, the business hadn't made any attempt to explain the situation to her. And we found no evidence that they had informed Ms G in 2010 that her payment date was changing – or the effect that this might have.

Ms G also told us that she had already raised the issue of her P60s being sent to her ex-husband a few years earlier. When we looked into this further, we found that the business had never sorted the problem out – and it had continued to happen.

In our view, the business had addressed Ms G's concerns very poorly – both this time and in previous years. We told them to pay her £300 for the inconvenience they had caused her. We also told them to make sure that Ms G's P60s were sent to her directly from now on.

... HMRC replied, saying that Ms G's annuity provider had given them the higher figure for 2009/2010

case study 115/02

consumer complains that her late husband was given poor information when he bought an annuity

When Mr H was diagnosed with terminal lung cancer, he decided to take his pension early. He got in touch with his pension provider – and, shortly afterwards, received some information in the post about his annuity options.

Mr H read through the information and chose the annuity that he understood would allow him to take a tax-free lump sum.

When Mrs H phoned the annuity provider to let them know about her husband's death, she was told that her pension would stop after the annuity's "guaranteed period" (a protected period where, if someone dies shortly after taking out an annuity, payments will still be made). This meant she had three years' worth of payments left – but would receive nothing after that.

Mrs H made a complaint. She said that, on the basis of the information the business had given them, she and Mr H had believed she would receive an income from the annuity for as long as she lived. She insisted that Mr H would never knowingly have chosen an annuity where that wasn't the case.

The business expressed their condolences for Mrs H's loss. But they explained that in the signed documents Mr H had returned to them, there had been no indication that a spouse's pension was required. They also pointed out that the amount payable under a "single-life" annuity was greater than that of "joint-life" annuity – and Mr and Mrs H had benefited from this higher income.

Upset and frustrated by this response, Mrs H asked us to step in.

complaint upheld

We asked the business to send us a copy of the "maturity pack" they had sent Mr H when he had told them he wanted to take his pension.

We found that the documents presented only two quotes – neither of which included a spouse's pension. The only difference between them was that one included the option to take a tax-free lump sum, while the other did not. However, immediately beneath the quotes was the paragraph: "Your spouse's pension is payable to your surviving spouse on your death after retirement. If you have chosen a guaranteed period and you die within this period your pension will continue to be paid to your estate/next of kin for the remainder of this period. Your spouse's pension will not start until the guaranteed period has ended."

We thought that saying this underneath a quote for a single-life annuity was very confusing – and was likely to lead someone to believe a spouse's pension was included in the quote.



Next, we checked the documents to see how they said a spouse's pension could be bought. Eventually – in the third of four sections – we found a very technical paragraph about this being one of several situations where it might be necessary to obtain further quotes.

We took the view that the business should have appreciated that Mr H – like the majority of people in his position – was not a pensions expert. So he would have been looking to rely on the information the business had given him to make a decision. We felt that information had been presented in a misleading way – that could lead a consumer to believe they were buying a joint-life annuity.

So we upheld Mrs H's complaint. We explained to her that the business had been right to say that the monthly income Mr H had received from his single-life annuity was higher than that he would have received from a joint-life annuity. This was because a joint-life annuity would probably be paid for a longer period of time.

Mrs H provided us with evidence to show that she had put the tax-free lump-sum towards Mr H's funeral – and receipts to show her living expenses. We referred the business to the principle established by *R v ICS ex parte Bowden*. And we told them that, in the circumstances, we didn't feel that any compensation due to Mrs H should be affected by her and Mr H's previous income.

We thought that, had Mr H received clear information, he would have chosen an annuity to provide for him and his wife until they both died. We told the business to pay Mrs H a pension for the rest of her life – at the level that would have applied if Mr H had chosen a joint-life annuity.

.....

case study 115/03

consumer complains that guaranteed annuity rate was not available when he retired – and that the business gave him unclear information

When Mr L entered into a pension plan in the late 1980s, he chose to take out a guaranteed annuity rate – a “GAR” – to fix the minimum income he would receive from the annuity he would buy when he retired.

Mr L chose to retire in 2011, aged 65. However, he was surprised to find that the annuity rate available to him was less than the one he thought he had fixed – and had been expecting.

When Mr L raised the issue with the business providing his pension, they explained that when he first took out the GAR, he had set the maturity date as his 75th birthday. The rate he fixed would have been payable if he had retired after that date – but not at any point before then.

... the business should have appreciated that Mr H – like most people – was not a pensions expert

... he felt the information the business had given over the years had been misleading

Disappointed with the annuity rates now available to him, Mr L complained. He said he felt that the information the business had given over the years had been misleading. For example, he said, his financial adviser had been told by the business that the GAR would be lost if he transferred his policy before his “selected retirement date” – not the maturity date. And he had always planned to retire at 65. Mr L also pointed out that the policy documents said that benefits could be taken any time between the ages of 60 and 75.

When the business rejected his complaint, Mr L asked us to look into it.

complaint not upheld

We asked to see the terms and conditions of Mr L’s GAR policy. We found that the policy’s maturity date – Mr L’s 75th birthday in 2021 – was shown prominently. And in the first section, there was an explanation that the GAR would be paid on this date.

We noted that the terms and conditions also gave details of the “temporary assurance policy” that Mr L had taken out with his pension. This was set to expire on Mr L’s 65th birthday in 2011. We thought it was possible that he had confused the two dates. However, in our view, information about the GAR and the life cover were set out clearly and separately.

We asked the business to provide any correspondence that they had sent Mr L since his pension plan started. We found that Mr L had been sent yearly “anniversary certificates” – each stating that the policy would mature on the date of his 75th birthday.

On another occasion, Mr L’s financial adviser had been provided with a table showing the different annuity rates that would apply for retirement ages between 60 and 75.

Mr L showed us the letter to his financial adviser that he had referred to in his complaint. In this, the business had said: “your client’s policy has a Guaranteed Annuity Rate (GAR). If they proceed with transferring their policy before their selected retirement date, they will lose the GAR available under their policy.”

We appreciated that the policy’s maturity date and Mr L’s preferred retirement date didn’t align. And we were sorry that he was so disappointed. But we decided that it was clear from the terms and conditions – and subsequent correspondence to Mr L’s financial adviser – that the GAR would not be available before his 75th birthday. We did not uphold the complaint.

.....

... Mr B began to wonder whether he had done the right thing

case study 115/04

consumer complains that he received poor advice about buying an annuity

In 2006, Mr B read a feature on annuities in his Sunday paper. The article explained that, because of recent changes to legislation, it was now possible to buy an annuity when you were aged 55 – rather than 60. And that as annuity rates were likely to fall in the near future, this was an option worth considering.

Mr B was 56 at the time. He ran his own plumbing business, but had recently been considering selling up. Prompted by the feature, he got in touch with his financial adviser to talk about his pension arrangements – especially whether it would be a good idea to buy an annuity. After discussing his circumstances with the adviser, Mr B took 25% of his pension fund as a lump sum – and bought an annuity for himself and his wife, Mrs B, with the remainder.

In 2012, Mr B was talking to a friend who was having problems with his pension. Mr B began to wonder whether he had done the right thing by not keeping his pension until he was 60. He got in touch with his financial adviser to ask whether he would have been better off if he hadn't taken the lump sum and bought the annuity when he had.

The financial adviser talked through the details of the pension with Mr B. But Mr B was very unhappy with what he was being told, and he complained to the business. He said that he hadn't been told that a good guaranteed annuity rate (GAR) would have been available to him if he had kept his pension until he was 60. Mr B felt that if this benefit had been explained to him, he wouldn't have bought an annuity when he did. He said the adviser knew about his savings – and that he could have easily lived off them until he turned 60.

However, the business stood by their advice. They explained that a GAR would only have been available with a “single-life” annuity. They pointed out that Mr B had made it clear that he wanted his wife to be provided for – which meant that a “joint-life” annuity had been more appropriate for his needs. They said that Mr B had signed a declaration to confirm that he understood the benefits he would be giving up. Finally, they pointed out that because Mr B had said he planned to sell his business, the adviser had judged that he would need the income from an annuity.

But Mr B was still unhappy with the situation, and he asked us to step in.

complaint upheld

When we asked the business to show us the point-of-sale documentation from their meeting with Mr B, they told us that this wasn't available. That meant we couldn't consider the notes the adviser had made about Mr B's circumstances.

We asked Mr B to describe his situation in 2006. He said that he and Mrs B had both planned to retire around the age of 60. Mrs B had a small private pension. And they each had around £30,000 savings.

We also asked the business to provide us with details of Mr B's pension plan. We saw that he would have received a GAR of 9% if he had retired at 60 – increasing to nearly 16% by 75. If Mr B had contributed to his pension until he turned 60, his yearly income from it would have been nearly £2,000 higher than if he had stopped contributing. And his lump sum would have been more than £6,000 higher.

We looked at the letter that Mr B had signed – when he had confirmed that the GAR had been “pointed out” to him. However, we noted that this didn't give details of the level of the GAR. We felt that the letter should have set out more clearly – in numbers – the benefits that Mr B was giving up.

... the forms were forwarded on to the wrong address

And although Mr B confirmed to us that he had been considering selling his business in 2006, he didn't actually do this until 2011 – aged 59. We thought the business could have postponed their advice until that point. But there was no evidence that the adviser had explained to Mr B that – because of the GAR – his annuity wouldn't be affected by the falling rates the newspaper predicted.

In light of Mr and Mrs B's level of savings – and the fact Mrs B had her own pension – we decided that Mr B would have been better advised to carry on paying into his pension until he was 60. He could have lived off his savings in the meantime. And when he did buy an annuity, the financial benefit of the GAR could have funded a further income for Mrs B.

We upheld the complaint. We told the business to put Mr B in the position he would be in he had received appropriate advice – and bought an annuity, aged 60, with a GAR.

case study 115/05

consumer complains that they lost out because of delays in setting up an annuity

In November Mrs H decided that she would like to retire at the end of the following year. Before she spoke to her employer to let them know about her plans, she had a brief chat with a financial adviser to find out more about her pension arrangements. The business filled her in on annuities and how she could go about getting one. A week later, Mrs H told her employer that she planned to retire – and she got back in touch with the financial adviser to sort out buying an annuity.

Mrs H went to meet the financial adviser and talked through her personal circumstances. She said she planned to sell her home and move closer to her elderly parents. She explained that she didn't have much in cash savings, but that she had other policies in place that would mature soon.

The financial adviser also asked Mrs H about her attitude to risk – and noted that it was “balanced”.

On the basis of this conversation, Mrs H decided to take out a fixed-term annuity. Getting the annuity in place involved four parties: Mrs H, her financial adviser, her pension provider and the annuities provider. The relevant forms were sent to the annuity provider, who passed them onto the pension provider. At this point, the forms were forwarded on to the wrong address. They were received roughly a week later than the date they were expected to arrive. After this, there were other delays as various forms were circulated between the parties to finalise the sale of the annuity.

When the annuity was finally in place, Mrs H noticed that the value of her fund had decreased during the time it had taken to set it up. Unhappy with the situation, Mrs H wasn't sure who to go to, so she complained to her financial adviser. When her complaint was rejected, she asked us to step in.



complaint upheld

We contacted the various parties to the complaint and investigated the length of time it had taken to set up the annuity. However, although we took the view that everyone involved could have acted slightly more quickly, the overall time it had taken was not unusual for an annuity. So we were satisfied that any slight delays were not wholly the fault of the financial adviser – and in any case, we didn't think the delays were unreasonable.

However, when we checked the “fact find” from Mrs H's meeting with her adviser, we noted that there had been no discussion of temporarily moving her money into a cash or deposit-based fund to make sure the value stayed the same. Her fund had lost value because of market factors – and this wouldn't have happened if her money had been moved into a cash or deposit fund.

We asked Mrs H whether she remembered this option being discussed, and she said that she didn't. The financial adviser told us that this would have been discussed, but we couldn't see any evidence to show that it had.

In these circumstances, we took the view that Mrs H would have wanted to receive the maximum benefit from her annuity – and that she would probably have taken the option to protect her money if it had been given to her.

So although we couldn't see that the adviser had caused any unreasonable delays, we thought they could have done more to help Mrs H protect her money. So we told them to put Mrs H into the position she would be in now, had her money been transferred into a cash fund while her annuity was put in place.

.....

... we took the view that Mrs H would have wanted to receive the maximum benefit from her annuity

case study 115/06

consumer complains that business overpaid his annuity for two years – and wouldn't accept his repayment offer

Mr J was about to retire, and he contacted a financial adviser to sort out buying an annuity. Mr J got everything arranged, and just before the annuity was due to start paying out, he received a letter setting out the various amounts he would receive. The letter said that Mr J would receive a lump sum and a monthly payment. The payments started the following month.

Two years later Mr J had a meeting with his financial adviser. The adviser had noticed that the payments Mr J had been receiving were much larger than they should have been. So the adviser got in touch with the annuity provider to ask them to investigate.

... he should have noticed fairly quickly that something was wrong

It soon became apparent that the business had made a mistake, and had been overpaying Mr J by a considerable sum of money each month. The business had overpaid by more than £40,000 in just two years. To begin with, the business asked Mr J to send them a cheque for the total amount. But after a conversation with his financial adviser, Mr J offered to repay a quarter of the total in a lump sum, followed by instalments each month for five years.

The business was willing to accept the lump sum, but said that the monthly instalments would have to be higher. As an additional compromise, and because they had made the mistake in the first place, the business offered write to off just over 10% of the total amount.

But Mr J wasn't happy with the business's proposal, and he complained. He pointed out that he was almost 65, that his health wasn't good, and that his wife's job wasn't secure. He said he was unwilling to enter into an agreement that might turn out to be beyond his means in the future. Mr J's adviser also thought that the business should be more lenient – because he and Mr J had pointed out the mistake.

When the business refused to reconsider its offer, Mr J asked us to look into his situation.

complaint not upheld

We noted that Mr J had received a letter a month before the payments were due to start – setting out what those payments would be. We were satisfied that the overpayments Mr J had been receiving were significant enough that he should have noticed fairly quickly that something was wrong.

We took the view that if Mr J had alerted the business to the problem straight away, he would not have found himself in the position he was in.

In these circumstances we thought it was fair for the business to ask Mr J to pay the money back, and we took the view that the business's offer to reduce the amount by around 10% was fair.

Although we understood that Mr and Mrs J were concerned about what might happen in the future, and we sympathised with their position, we did not think the business had brought about or exacerbated their concerns.

Taking everything into account, we thought the business had acted fairly and we did not uphold the complaint.

.....

case study 115/07

consumer complains that annuity provider's mistake led to unexpected tax bill

Mrs S's husband, Mr S, had been receiving his annuity payments without any trouble for a number of years. When Mr S died in 2010, the annuity reverted to Mrs S and she started receiving the money directly. Two years later Mrs S got a letter from HM Revenue and Customs (HMRC) saying that she owed just over £2,000 in tax. The letter said that tax had been underpaid for four years between 2007 and 2011.

Mrs S was surprised, because as far as she and her husband had been concerned, the tax ought to have been dealt with by the business providing the pension. So she got in touch with them to ask what was going on.

The business told Mrs S that they "had not received the correct tax code for her annuity until 2012" – but they had applied it to her policy the day they received it.

Mrs S felt that tax codes were a matter for the business and for HMRC. She complained to the business, saying that they should pay the tax bill. When the business refused, and rejected her complaint, Mrs S asked us to step in.

complaint not upheld

We got in touch with the business, who told us that they had received new tax codes each year from HMRC, but that they had sent the wrong policy numbers each time. So every time, their automated systems had returned the tax codes to HMRC, stating that the code had not been applied. The business also pointed out that HMRC had sent P46 and P60s that did have the right policy numbers on them – which showed that HMRC *did* have access to the right policy numbers and income information.

We checked the business's records and noted that they had applied the correct tax code – for the right policy – on the same day that they received it from HMRC. So we were happy that the business hadn't done anything wrong.

We took the view that it would be up to HMRC to provide revised tax codes when it was told that it had sent the wrong policy numbers with the codes.

We could understand why Mrs S was unhappy, because the tax underpayment was not her fault. But ultimately, it was not the business's fault either. And although Mrs S would not have paid the tax in a lump sum if the mistake hadn't happened, she still would have had to pay the tax.

In these circumstances, we did not uphold the complaint.

*... Mrs S felt that tax codes were a matter
for the business and for HMRC*

... she couldn't understand why the business had carried on paying out for two years after Mr D's death

case study 115/08

consumer complains that she didn't benefit from husband's annuity when he died

Mr D was due to retire in 2003. Six months earlier, he decided to look into annuities. He did some research on his own, and then approached an annuity provider. The business gave him some information so he could choose the right one. Mr D asked for the annuity to be set up and everything went through smoothly.

Sadly, Mr D died eight years later. His wife, Mrs D, noticed that the payments for the annuity were still being made to Mr D's estate. But two years later those payments stopped. Mrs D was confused, because she and her late husband had thought that Mrs D would still receive Mr D's pension payments until her death. Mrs D got in touch with the business to find out what was happening.

The business told Mrs D that her husband had "purchased a single-life annuity rather than a joint-life annuity". They explained to her that she was not part of the contract, so she was "unable to draw a spouse's pension from Mr D's fund".

Mrs D was not happy about this. She complained to the business. She said she had thought that it was a joint fund. She also pointed out that the money she and her husband had received over the years was considerably less than Mr D had paid to set up the annuity. Mrs D also said she couldn't understand why the business had carried on paying out for two years after Mr D's death – if the payments were supposed to have stopped.

When the business rejected her complaint, Mrs D asked for our help.

complaint not upheld

We needed to see what information Mr D had been given to help him choose the annuity that he had bought. The business supplied copies of what Mr D would have been shown, as well as copies of the forms and contracts that he had signed.

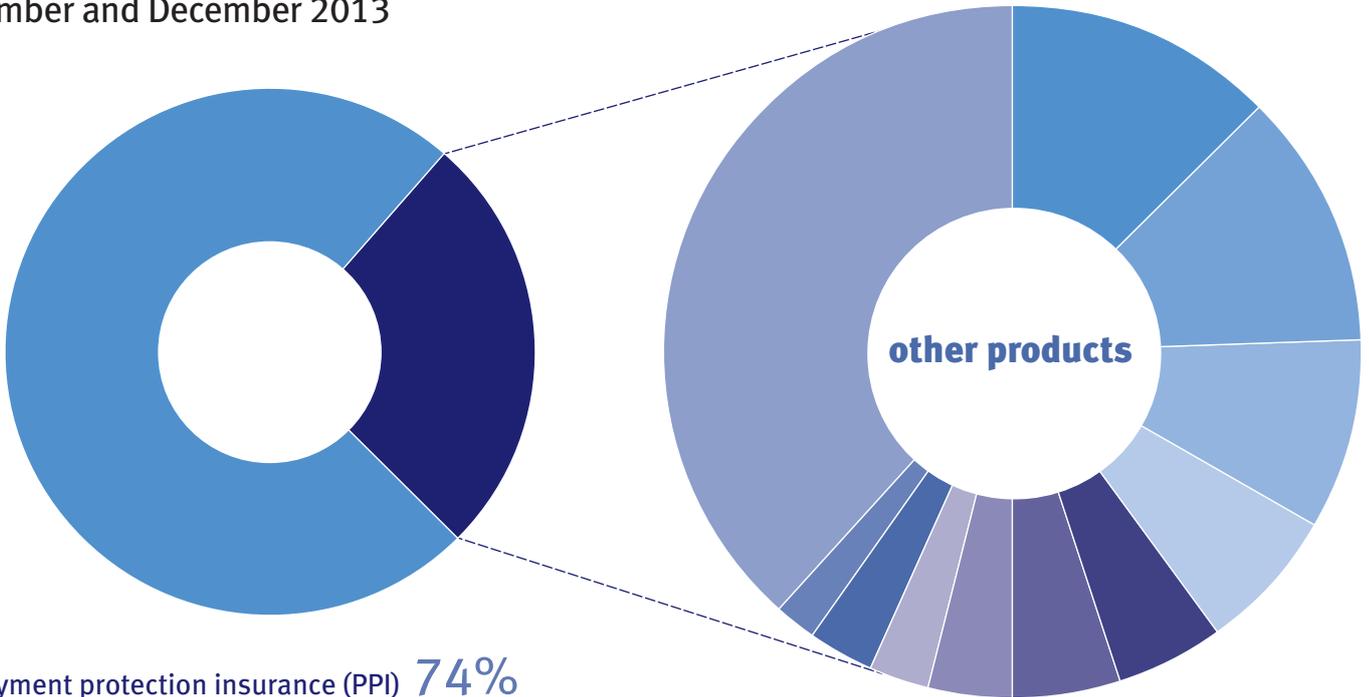
We noted that Mr D had been given information, but that nobody had suggested what would be "best" for him. We also noted that the forms and information set out clearly the different options for single or joint-life annuities. The information was set out clearly and was not misleading. So we thought that Mr D would probably have been aware of the limitations of the annuity he had chosen.

However, we could see why Mrs D might have been confused when the payments continued after Mr D's death. We explained to Mrs D that the single-life annuity that Mr D took out came with a ten-year guarantee. This meant that if Mr D died within ten years of taking out the policy, the business would continue to pay to his estate. So the payments had lasted for ten years, and then stopped.

We also explained to Mrs D that annuities don't work like bank accounts. When Mr D died, the money that the annuity hadn't yet paid out didn't become a "balance" – and wasn't money that Mrs D was entitled to receive.

We sympathised with Mrs D's situation, but we decided that the business hadn't acted unfairly in this case.

the financial products involved in complaints to the ombudsman service in October, November and December 2013



- payment protection insurance (PPI) 74%
- complaints about other products 26%

- current accounts 13%
- house mortgages 12%
- credit card accounts 9%
- car and motorcycle insurance 7%
- overdrafts and loans 5%
- packaged bank accounts 5%
- buildings insurance 4%
- mortgage endowments 3%
- term assurance 3%
- travel insurance 2%
- complaints about other products 37%

payment protection insurance (PPI)

current accounts

house mortgages

credit card accounts

car and motorcycle insurance

overdrafts and loans

buildings insurance

packaged bank accounts

mortgage endowments

term assurance

deposit and savings accounts

travel insurance

whole-of-life policies

ombudsman focus: third quarter statistics

A snapshot of our complaint figures for the *third quarter* of the 2013/2014 financial year

We regularly publish updates in *ombudsman news* about the financial products people have complained about – and what proportion of those products we have upheld in favour of consumers.

In this issue of *ombudsman news* we focus on data for the third quarter of the financial year 2013/2014 – showing how many new complaints we received, and what proportion we resolved in favour of consumers.

During October, November and December 2013:

- ◆ Consumers referred a total of 107,267 new complaints about financial businesses – of which 79,578 were complaints about payment protection insurance (PPI).
- ◆ The ombudsman received around 6,000 new PPI complaints each week. Current accounts and mortgages were the next most complained-about financial products.

- ◆ The proportion of complaints we upheld in favour of consumers ranged between 80% (for packaged bank account complaints) and 2% (for complaints about SERPs). The PPI uphold rate for the year to date is 65%.

number of new cases				
year to date (Apr to Dec) 2013/14	Q3 (Oct to Dec) 2013/14	Q2 (Jul to Sept) 2013/14	Q1 (Apr to Jun) 2013/14	full year 2012/13
326,977	79,578	115,247	132,152	378,699
11,146	3,568	3,705	3,873	18,868
9,254	3,223	3,090	2,941	11,915
7,432	2,384	2,449	2,599	19,399
5,375	1,801	1,866	1,708	7,785
4,699	1,512	1,580	1,607	7,791
3,151	1,076	1,037	1,038	4,611
3,107	1,261	1,110	736	1,629
2,749	849	980	920	4,657
2,255	694	784	777	3,572
1,931	487	598	846	4,512
1,633	558	544	531	2,715
1,480	494	487	499	2,239

% resolved in favour of consumer				
year to date (Apr to Dec) 2013/14	Q3 (Oct to Dec) 2013/14	Q2 (Jul to Sept) 2013/14	Q1 (Apr to Jun) 2013/14	full year 2012/13
65%	48%	61%	78%	65%
32%	33%	33%	31%	33%
29%	32%	28%	27%	26%
29%	28%	32%	28%	33%
40%	37%	42%	40%	46%
34%	35%	34%	34%	34%
45%	43%	46%	46%	48%
80%	80%	82%	66%	**
27%	25%	29%	27%	25%
19%	21%	23%	12%	12%
40%	36%	40%	42%	42%
53%	48%	57%	53%	49%
21%	22%	20%	21%	23%

* Complaints involving card protection insurance, packaged accounts and cash ISAs were not previously categorised individually and so no figures were shown in previous years.



- contents insurance
- hire purchase
- “point of sale” loans
- personal pensions
- income protection
- home emergency cover
- portfolio management
- debit and cash cards
- critical illness insurance
- secured loans
- card protection insurance
- private medical and dental insurance
- self-invested personal pensions (SIPPs)
- investment ISAs
- inter-bank transfers
- catalogue shopping
- warranties
- payday loans
- unit-linked investment bonds
- pet and livestock insurance
- cash ISA - Individual Savings Account
- legal expenses insurance
- endowment savings plans
- share dealings
- debt collecting
- roadside assistance
- credit broking
- commercial property insurance
- cheques and drafts
- commercial vehicle insurance

number of new cases				
year to date	Q3	Q2	Q1	
(Apr to Dec)	(Oct to Dec)	(Jul to Sept)	(Apr to Jun)	full year
2013/14	2013/14	2013/14	2013/14	2012/13
1,347	431	485	431	2,027
1,170	437	383	350	1,621
1,084	363	374	347	1,939
1,083	372	381	330	1,808
1,051	337	352	362	1,461
894	266	287	341	1,284
890	305	272	313	1,449
829	275	280	274	1,285
777	218	285	274	1,370
762	264	270	228	925
747	202	298	247	*
745	251	235	259	949
701	393	176	132	620
680	228	242	210	1,528
604	226	206	172	1,036
586	205	211	170	950
576	224	195	157	903
569	218	191	160	542
550	176	202	172	1,030
531	190	174	167	830
525	216	309	*	*
507	170	187	150	882
492	145	192	155	973
484	188	142	154	609
468	192	139	137	817
462	209	139	114	490
431	134	142	155	711
429	137	167	125	720
411	154	131	126	686
383	114	141	128	599

% resolved in favour of consumer				
year to date	Q3	Q2	Q1	
(Apr to Dec)	(Oct to Dec)	(Jul to Sept)	(Apr to Jun)	full year
2013/14	2013/14	2013/14	2013/14	2012/13
39%	34%	42%	43%	40%
43%	44%	42%	43%	43%
38%	37%	35%	43%	43%
27%	31%	25%	25%	32%
27%	28%	25%	28%	30%
50%	47%	49%	55%	61%
59%	56%	58%	63%	54%
41%	41%	39%	43%	45%
25%	26%	28%	20%	21%
30%	29%	30%	28%	21%
75%	79%	70%	76%	*
38%	39%	38%	38%	38%
55%	56%	51%	55%	61%
42%	43%	46%	33%	30%
34%	35%	36%	32%	41%
55%	57%	54%	53%	58%
50%	41%	53%	54%	62%
64%	59%	64%	72%	71%
45%	42%	47%	43%	46%
31%	28%	28%	36%	52%
46%	46%	47%	*	*
40%	40%	40%	39%	37%
19%	24%	17%	17%	21%
37%	32%	40%	42%	42%
41%	41%	44%	35%	44%
42%	40%	47%	38%	42%
56%	49%	58%	59%	64%
44%	43%	48%	39%	41%
42%	46%	43%	38%	45%
41%	45%	38%	42%	43%

** This table shows all financial products and services where we received (and settled) at least 30 cases. This is consistent with the approach we take on publishing complaints data relating to named individual businesses. Where financial products are shown with a double asterisk, we received (and settled) fewer than 30 cases during the relevant period.



electronic money
direct debits and standing orders
mobile phone insurance
debt adjusting
state earnings-related pension (SERPs)
annuities
store cards
personal accident insurance
guaranteed bonds
occupational pension transfers and opt-outs
specialist insurance
“with-profits” bonds
merchant acquiring
hiring / leasing / renting
building warranties
business protection insurance
OEICs (open-ended investment companies)
guaranteed asset protection (“gap” insurance)
(non-regulated) guaranteed bonds
income drawdowns
credit reference agency
home credit
foreign currency
conditional sale
unit trusts
safe custody
total
other products and services

number of new cases				
year to date	Q3	Q2	Q1	
(Apr to Dec)	(Oct to Dec)	(Jul to Sept)	(Apr to Jun)	full year
2013/14	2013/14	2013/14	2013/14	2012/13
377	119	138	120	400
376	105	153	118	651
375	121	140	114	615
369	121	126	122	484
357	130	115	112	476
356	111	125	120	624
352	103	139	110	650
309	103	100	106	495
283	95	100	88	580
283	112	88	83	399
281	89	76	116	825
272	81	86	105	675
253	81	102	70	235
247	75	97	75	304
237	192	45	**	206
215	77	74	64	261
172	32	61	79	370
172	60	59	53	309
129	33	53	43	336
75	43	32	**	189
74	**	32	42	109
73	**	43	30	98
68	37	31	**	113
68	31	37	**	86
31	31	**	**	165
30	**	**	30	120
406,704	106,707	142,717	158,367	508,779
496	560	460	830	102
407,200	107,267	143,177	159,197	508,881

% resolved in favour of consumer				
year to date	Q3	Q2	Q1	
(Apr to Dec)	(Oct to Dec)	(Jul to Sept)	(Apr to Jun)	full year
2013/14	2013/14	2013/14	2013/14	2012/13
34%	32%	30%	37%	29%
40%	39%	38%	41%	45%
73%	66%	80%	72%	71%
70%	78%	61%	74%	69%
2%	2%	2%	1%	2%
32%	32%	32%	31%	29%
45%	47%	40%	52%	51%
30%	31%	24%	38%	39%
20%	25%	16%	20%	28%
37%	39%	36%	34%	51%
51%	49%	62%	63%	66%
28%	38%	24%	21%	20%
18%	15%	18%	28%	23%
35%	39%	23%	42%	38%
48%	54%	38%	**	39%
40%	42%	43%	34%	44%
30%	37%	26%	27%	47%
24%	30%	22%	20%	28%
35%	37%	29%	42%	40%
46%	39%	49%	**	49%
34%	**	26%	43%	41%
30%	**	25%	37%	31%
31%	32%	35%	**	32%
41%	38%	43%	**	43%
53%	53%	**	**	40%
49%	**	**	49%	50%
58%	45%	55%	69%	49%
44%	47%	40%	42%	48%
58%	45%	55%	69%	49%

winter weather

Each winter, we usually see a steady number of cases involving bad weather and insurance claims. These often involve broken boilers and burst pipes, but we do see cases that involve extreme weather conditions – like storms or heavy snowfall.

Although the individual circumstances of these cases vary, similar issues come up each year and our approach is well established. You can find more information about our approach in the buildings insurance section of our online technical resource.

In the case studies that follow, we have included examples of situations where:

- ◆ an insurer decided that damage to a building was caused by its age and poor condition – rather than by a storm;
- ◆ an insurer said that a storm had not been the main cause of damage to a greenhouse; and
- ◆ a consumer complained that his claim involving a burst pipe was rejected on the grounds that the house was “unoccupied” in the period before the pipe burst.

Finally, although it’s more “seasonal” than weather-related, we have included a case study about a consumer who left her keys in her car while she got out to drop off a Christmas present. “Keys in car” cases like this tend to be associated with the winter months – when people are warming up their cars in the morning. But we do see cases like this throughout the year, so we have included a slightly different example to illustrate the issues that these cases raise.

You can find out more about our approach in the motor insurance: keys in car section of our online technical resource.



... damage caused by an identifiable storm tends to be confined to a specific area

case study 115/09

consumer complains that insurer refused to pay claim for storm damage to their roof and belongings

Mr and Mrs A made a claim under their home insurance policy for storm damage. They said that “as a result of the recent storm and also the wet and stormy weather over the past few months”, water had been seeping into their home from the roof, causing damage to their decor and belongings.

Their insurer appointed a roofing specialist to inspect the roof and the reported damage. The specialist noted that new guttering had been installed quite recently – and that some of the roof tiles had been cut back so that the guttering would fit. In the specialist’s view, it was this that had led – over time – to water starting to come through the roof.

On the basis of the specialist’s report, the insurer turned down the couple’s claim. It told them that there was no evidence the damage had been caused by an “insured event” (in other words, by something that was covered under the policy).

Mr and Mrs A were very unhappy with this. They sent the insurer a letter from the contractor who had installed their new guttering. The contractor stated that this work “could not have caused or contributed to” the problem with the roof.

The insurer told Mr and Mrs A there was nothing in the contractor’s letter that would make it to reconsider the claim. So they decided to come to us.

complaint not upheld

We explained to Mr and Mrs A that, as with any insurance, their policy only covered any loss or damage that was caused by a specific insured event – for example, storm, fire, theft and so on.

In this particular case, there was no dispute over the fact that there had been a storm shortly before the damage was reported. What we needed to decide was whether the insurer had acted reasonably when deciding that it was not the storm that had caused the damage.

After reviewing all the evidence, we concluded that it was unlikely that a one-off storm had caused the damage. Generally, any water damage caused by an identifiable storm tends to be confined to a specific area. In this case, the damage was more widespread.

We agreed with the insurer that the damage was more likely to have occurred gradually over time, as the result of general bad weather and perhaps also because of poor workmanship. And we noted that, when they made their claim, Mr and Mrs A had themselves said that the damage had been caused by the “wet and stormy weather over the past few months”.

We sympathised with Mr and Mrs A. They had thought that the damage would have been covered regardless of what had caused it. But in these circumstances, we did not uphold the complaint.

... because the roof was old, the damage was more likely to have been caused by wear and tear

case study 115/10

consumer complains that insurer rejected claim for storm damage – on the grounds that the damage was caused by wear and tear

Mr B lived near the coast. After severe rain, his roof was damaged and he noticed water coming into the extension on his house. Mr B was concerned that his roof might need to be replaced, so he phoned his insurer to get some advice on what to do next.

The person he spoke to took all his details. Shortly afterwards, the insurer wrote to Mr B to tell him that it was rejecting his claim. It said there hadn't been a storm in the local area – and that because the roof was old, the damage was more likely to have been caused by wear and tear than by a storm.

Mr B complained to his insurer. He said he had maintained the roof well – and that he had only noticed the leak after exceptionally wet weather. Mr B asked the insurer to reconsider its position.

When the insurer wouldn't change its position, Mr B brought his case to us.

complaint upheld

When we looked at the evidence, we noted that the weather reports the insurer had used actually related to a period several weeks before the time Mr B had said the roof had been damaged.

But we still needed to establish whether there had been a storm on the date Mr B had given to the insurer. So we looked at the local weather reports for his area. The reports said there was a "wind storm locally". We also took into account the fact that the weather readings had been taken inland, and that the weather conditions by the coast can be worse than those further inland.

So we decided the weather probably had been severe enough to be considered a single storm – and to have caused the damage to Mr B's roof.

In these circumstances, we told the insurer to consider Mr B's claim in line with the terms of his policy.

case study 115/11

consumer complains that insurer rejected car theft claim – on the grounds that she left her car unattended

It was Christmas Eve and Miss L was running some last-minute errands in her car. She pulled up outside the newsagent where her nephew worked to drop off his present – leaving her car keys in the ignition and the engine running. While Miss L was inside the shop, a man drove away with her car.

After reporting the incident to the police, Miss L made a claim on her car insurance policy. However, the insurer refused to pay out. It said that a condition of the policy was that "you must do all you can to protect your car" – and in leaving her car outside the newsagent, Miss L had breached that condition. The policy also specifically excluded theft where a car had been left unattended with its keys inside.

Miss L disagreed with the insurer's decision. She told them that she had taken steps to protect her car – parking it up on the pavement so it was off the main road and nearer to the newsagent. She said she had only been inside for a couple of minutes – and was keeping an eye on her car through the shop window. When the insurer insisted that Miss L had acted “recklessly”, she referred the matter to us – though her solicitor.

complaint not upheld

First of all, we asked to see a copy of the police report – to check Miss L's account of events from the time. We saw that she had told the police that she had been in the newsagent for about two minutes – which was consistent with what she had told the insurer. We noted, however, that she had told the police that she hadn't actually seen the man get into her car.

When we raised this point with Miss L's solicitor, they accepted that she probably hadn't kept her car under constant observation. However, they argued that when Miss L took out her insurance policy, the insurer should have specifically pointed out the “keys in car” exclusion. They referred to an issue of *ombudsman news* where we had made this point ourselves. And they told us that because Miss L's insurer couldn't prove they had highlighted the exclusion, we should uphold her complaint.

But we explained that we would never automatically uphold a complaint without looking into the individual circumstances. The important issue in this case was whether Miss L would have acted any differently if the insurer had pointed out the exclusion.

We took the view that, in parking on the pavement and acknowledging the need to keep her car in view, Miss L had been aware of the risk that her car could be stolen. And based on what we had seen and heard, we decided that – as she was busy running errands on Christmas Eve – Miss L would probably have delivered the present in exactly the same way, whether or not the exclusion had been highlighted.

We were sorry to hear that Miss L's Christmas break had been taken up with dealing with the theft of her car. But we agreed with the insurer's position, and we did not uphold the complaint.

.....

... Miss L was aware of the risk that her car could be stolen

... the insurer accepted that there had been a “snowstorm”

case study 115/12

consumers complain that insurer rejected claim for snow damage to greenhouse – because timbers already had rot damage

In late November – after three days of heavy snowfall – Mr and Mrs F woke up to find that their greenhouse had collapsed overnight. Mrs F phoned their insurer to make a claim on their buildings cover. Shortly afterwards, the insurer’s loss adjuster visited Mr and Mrs F’s home to inspect the damage.

A week later, the insurer told Mr and Mrs F that their claim had been declined. It said that the loss adjuster had found that the greenhouse had pre-existing rot damage – which she felt affected the integrity of its structure. On the basis of this evidence, the insurer had decided that the snowstorm had only exacerbated an existing problem – and that the greenhouse wouldn’t have collapsed if it had been in a good state of repair.

Mr and Mrs F complained to the insurer and asked it to reconsider. When it refused, the couple got in touch with us.

complaint upheld

We noted that the insurer accepted there had been a “snowstorm” – and that the greenhouse’s collapse would be covered by Mr and Mrs F’s policy as “storm damage”. The point it was disputing – which we needed to look into – was whether the snowstorm had been the main cause of the damage.

Mr F told us that the loss adjuster said to him that “bad weather doesn’t make greenhouses collapse” – before she’d started her investigation. He said that she had stuck a knife into the greenhouse’s walls several times to find a piece of damp timber to back up her view.

We asked the insurer for a copy of the loss adjuster’s report. When we looked at the report, we found some inconsistencies. For example, the report said that it hadn’t been possible to inspect all four sides of the greenhouse – because the broken glass had made it unsafe to do so. But the report’s overall conclusion was that rot damage had been found in the timbers of all four walls.

The insurer also told us that, as well as the walls, the roof timbers of the greenhouse had been rotten before the snowfall. But according to the insurer’s own file notes, it was “hard to establish” whether the photographs the loss adjuster had taken actually showed the roof timbers at all. And the insurer couldn’t provide us with any other information about the condition of the roof.

The loss adjuster’s report was the only expert evidence available to us about the condition of the greenhouse. But we weren’t convinced that it was reliable. We also thought the condition of a building’s roof timbers would have a significant bearing on the likelihood of its collapsing under snow. And without anything to back up its view about the prior condition of Mr and Mrs F’s greenhouse roof, we didn’t think it was reasonable for the insurer to reject the claim on those grounds.

We told the insurer to meet Mr and Mrs F’s claim, adding 8% interest on the settlement – and to pay Mr and Mrs F £150 for the inconvenience it had caused them.

... Mr F said he was spending roughly three nights a week at home

case study 115/13

consumer complains that insurer rejected his claim for a burst pipe

Although Mr F owned his own house, he had started spending more time at his partner's house. While he was away from home, one of the pipes froze and subsequently burst – which cause extensive damage to the house and to Mr F's belongings. He called his insurer to tell them what had happened, and to make a claim.

The insurer sent a loss adjuster round to Mr F's house to assess the damage – and to find out more about what had happened. The loss adjuster spoke to Mr F about his circumstances and tried to find how often Mr F actually lived in the property. According to the loss adjuster, Mr F said that he was spending roughly three nights each week at home, and the other four at his partner's house. He said that this could be backed up by his neighbours. Mr F also said that he turned off the heating when he wasn't at the property.

But when the loss adjuster spoke to Mr F's neighbours, one said that the house had been unoccupied for some time. The other said that the house wasn't wholly unoccupied, but that Mr F certainly wasn't there three days a week.

The loss adjuster also asked for utilities bills for the period leading up to the pipe bursting. When he saw the bills, he thought they were low – suggesting that the property hadn't been used.

When the loss adjuster reported this to the insurer, they turned down the claim on the grounds that it was likely the property had been unoccupied for over 60 days – the limit set out in Mr F's policy.

Mr F was unhappy with the insurer's decision, and he complained. But when the insurer refused to reconsider, Mr F got in touch with us.

complaint upheld

When we asked Mr F to tell us what had happened, we noted that some of the things he said were different from the information that the loss adjuster had given to the insurer. For example, Mr F said that he hadn't told the loss adjuster that he lived in the house, but that he had stayed there occasionally, and that his partner's children sometimes stayed there too. He said that he went home regularly to collect the post.

He also told us that one of his neighbours bore him a grudge, and said that this was why the loss adjuster might have been told that the house was "unoccupied". He also said that just because the utility bills were low didn't mean that he was never at the house.

When we looked at the utility bills that the insurer had used, we found that they were taken from meter readings from mid-summer to mid-autumn. We noted that energy use from this period would have been lower than during the period in question – which was during the winter.

But even so, we thought that the fact that there had been small balances to pay on gas and electricity showed that there had been some activity at the house.

We also noted that there were no names or signatures to back up Mr F's neighbours' statements.

Taking everything into account, we weren't satisfied that the insurer had enough evidence to show that Mr F's house had been "unoccupied" during the 60-day period before the pipe had burst. So we told the insurer to reconsider the claim.

... they pointed out that the decorators had been busy in the house in the days before the pipe had burst

case study 115/14

consumers complain that insurer refused to cover repair costs after pipe burst

Mr and Mrs B owned a house that they let out to tenants. When their tenants' contract was over – in November – Mr and Mrs B arranged for decorators to do some work on the house, and for their lettings agents to come and make sure everything was in order for the new tenants.

Ten days after the decorators had finished working at the house, a neighbour called Mrs B to tell her that she could hear running water. Mrs B went straight over to the house, and she found water everywhere. She rang a plumber, who came round to the house that morning. The plumber told Mrs B that a pipe had burst. Mr B called their home insurer to let them know what had happened, and to make a claim.

The insurer investigated the claim. They wrote to Mr and Mrs B, saying that the burst pipe was “an uninsured event”. They explained that the couple's claim could not be met because the house had been “unoccupied, untenanted or not having been actively used” for the 20 days leading up to the leak.

Mr and Mrs B complained to the insurer. They said they agreed that the house had been “unoccupied” and “untenanted”. But they said that it had been “actively used”. They pointed out that the decorators had been busy in the house in the days before the pipe had burst.

Mr and Mrs B said they thought the three conditions of “unoccupied, untenanted or not having been actively used” were exclusive – that is, as long as one was untrue then the claim should be met. But the insurer said that it only required one of the three conditions to be true for it to turn down a claim.

Unable to reach an agreement with their insurer, Mr and Mrs B brought the matter to us.

complaint not upheld

We checked what had happened and when – to make sure that both parties agreed on the timeline. We established that the previous tenants had left the house on 28 November, and that the decorators and the lettings agent had been in the property – on and off – up to 12 December.

We noted that Mrs B had been alerted to the problem by a neighbour on 22 December. So at least 20 days had passed between the tenant leaving the house and the pipe bursting.

Mr and Mrs B and the insurer agreed that the house had been “unoccupied and untenanted”. But they disagreed about whether the house had been “actively used”. We decided that a fair interpretation of this would be “not idle” – and we took the view that the decorating work being carried out meant that the house was “not idle” for the 20 days leading up to the pipe bursting. So we could understand why Mr and Mrs B thought their claim should be paid.

However, we had to decide whose interpretation of the clause in the policy – that is, “unoccupied, untenanted or not having been actively used” – was the right one. Mr and Mrs B thought that if any of the three terms in the clause were untrue the claim should be met. The insurer said the clause is intended to mean the opposite – that if any of the three terms were true, they could turn down the claim.

We decided that the clause should be interpreted to mean that if any of the terms were true, the insurer would have grounds to turn down a claim. In this case, there was no disagreement over whether the house had been “unoccupied” and “untenanted” – so we thought the insurer had applied the policy term correctly.

We could understand why Mr and Mrs B were so disappointed, but we thought the insurer had acted fairly in the circumstances of their case.



Printed on Challenger Offset paper made from ECF (Elemental Chlorine-Free) wood pulps, acquired from sustainable forest reserves.

100% of the inks used in *ombudsman news* are vegetable-oil based, 95% of press chemicals are recycled for further use, and on average 99% of waste associated with this publication is recycled.

Q? &A

featuring questions raised recently with our free, expert helpline for businesses and advice workers

difficult times with PPI

We're a small motor trader who used to sell PPI. Up until two years ago, we'd never had a complaint. But since all the media coverage about PPI we've seen a big increase, especially from claims companies representing our customers. The ombudsman has never upheld a complaint against us, but we've still had to pay case fees. Even though we're finally seeing complaints ease off again, does the ombudsman understand how hard it's been for us?

This is something we hear a lot from smaller businesses. We really do understand how difficult the PPI mis-selling scandal has been – and not just for consumers. But there are several ways we help smaller businesses like you to navigate the problems.

Firstly, our technical advice desk is here for you to ask questions and get some informal advice during the working week (call us on 020 7964 1400). We also travel around the country meeting businesses face to face – giving practical tips on how to resolve complaints without the need for us to get involved.

Earlier this month we published our proposed plan and budget for next year. In that document, we've said that we are looking to stop charging the £350 supplementary fee for PPI complaints. This should make it easier for those businesses that have seen an increase in complaints, despite having little or nothing to do with the mis-selling of PPI.

events for businesses: you said, we did

Every year, we run a series of roadshows giving businesses the chance to meet us face to face and find out more about how we work. In particular, we reach out to financial businesses that don't usually have many complaints and want to learn more about the ombudsman.

In 2013, people who came to speak to us said that they found it helpful – and that afterwards they felt better equipped to sort out problems with their customers themselves.

But we also asked what we could do to improve the events.

People told us that they wanted more practical examples of how we investigate complaints and make decisions. They also said that they liked being able to ask us questions and talk about what was worrying them.

So this year, we'll be travelling around the country with a more interactive, personalised style of training session.

We'll be working in smaller groups with a stronger emphasis on case studies so that we can help businesses to understand how we think.

We'll soon be posting details of where we'll be going over the coming months on the 'news and events' pages of our website – so keep an eye on that for further news on where you can meet the ombudsman in 2014.



Financial
Ombudsman
Service