

Customer Relations Department  
The Saga Building  
Middelburg Square  
Folkestone  
Kent  
CT20 1AZ

Mr John Layte  
Goonhillend  
Goongumpas  
St. Day Redruth  
Cornwall  
United Kingdom  
TR16 5JL

31st March 2021

Our Reference: SSL1012499

Dear Mr Layte

I write further to my email dated 26<sup>th</sup> March 2021, and I have now had the opportunity to investigate the concerns you have raised regarding your Saga Home Insurance policy numbers: 936497944 & 936414718

My understanding of your complaint is that you are unhappy Saga cannot provide cover for your properties, as you were unable to confirm if they were built pre – 1800.

Initially I was unable to confirm if they were or were not built pre 1800 but having spent a considerable amount of time searching the Internet I found a map ([Ordnance Survey first edition dated 1806 to 1869](#)) which shows none of the three properties existed in 1806 thus I confirmed to SAGA that they did not exist prior to 1800 and sent an [email](#) to SAGA pointing this out on 5 February 2021. [Mr Donellan's letter](#) (penultimate paragraph) confirms receipt of my email but goes on to say the underwriters now require confirmation that they are not pre 1850 which is moving the goal posts as I cannot prove they were not pre 1850 but I can, and did, prove they were not pre 1800.

You are also unhappy that you received a letter from Saga, claiming you told us your annex property was not in a good state of repair, when you did not advise this.

I was unhappy because I had never said the ANNEXE was in a bad state of repair only that there was no hot water because of an immersion heater failure which meant the water had been turned off at the stop tap whilst it was repaired and SAGA should not have claimed that this was one of the reasons to cancel the insurance. I sent photos and SAGA conceded the ANNEXE was in a good state of repair but required me to cap the supply to the removed immersion heater and restore cold water to the rest of the ANNEXE. Which I did.

You are displeased that our Underwriting Department refused to send another letter confirming they were incorrect in stating your annex is not in a good state of repair.

I was displeased because the ANNEXE was not in a bad state of repair and I never said it was and I believe SAGA should have apologised. Sending another letter that did not include "a bad state of repair" as a reason to cancel my insurance is what happened but it was still cancelled with just one reason - I couldn't find out the date GOONHILLEND and the ANNEXE were first built.

You are frustrated with the increase in the premiums Saga provided, for your properties.

I was unhappy because having proved that none of my properties were built before 1800 because I found a map of the area [dated 1806 to 1869](#) that showed that none of them existed in 1806 so obviously were not built before 1800. I sent a copy of the map to SAGA who issued new quotes for GOONHILLEND and The ANNEXE but they were considerable more than the policies they had cancelled GOONHILLEND increased from £359.46 to £510.65 and the ANNEXE from £89.59 to £226.34. This was not acceptable. I had proved that both were not built before 1800. Why the increase?

You are unhappy with the information provided by our Customer Relations Department after you received a letter from our Underwriting Department stating, you would need to declare your policy cancellation to other insurers.

I certainly was - to "advise me to go to a new insurer" and at the same time advising I must tell them that SAGA has cancelled my insurance (for telling the truth!) resulted in making it difficult to get insurance which is what happened and it took 2 months to get insurance for GOONHILLEND and 7 months before SAGA agreed to insure the ANNEXE with WINTER COTTAGE albeit wrongly stating I said told SAGA that the properties were built between 1850 and 1899 !

You are not happy about the email that was sent by your previous case handler, as this did not include the available times that she was working.

This a minor point and not part of my complaint. I had been working long hours trying to clear my property to provide vacant possession - usually 7am to 7pm so most of my calls to SAGA were between 7pm and 8 pm in line with most SAGA emails that state "[We are open Monday to Friday 8.30am to 8.00pm and weekends 9.00am to 5.00pm](#)" (see [29 January 2021 letter](#) [5 February 2021 e-mail](#) [5 February 2021 email 2](#) as examples). When I phoned my "previous case handler" at about 7.30 one evening I was told she had gone home and I mentioned that her email did not state her working times and it was inconvenient for me to phone during normal hours as there was no land line phone where I was working and a very poor mobile signal and it would be better that SAGA stated working times on all emails not just some of them. SAGA took my advice as being a complaint against my case handler which meant that she could no longer handle my case and Richard Donellan took over. I can't help but feel I drew the short straw there!

You are not happy with the service provided by our Underwriting advisor, as you felt she handled the whole matter poorly.

You feel Saga have deliberately put obstacles in your way regarding this whole process as you were selling your properties.

I am not at all happy with Hannah Johnson who gave the distinct impression from the start that SAGA did not want to go to the bother of insuring my properties for about six weeks until they were sold. In the event the sale fell through but obviously I did not know that was going to happen at the time. One of the reasons she gave for refusing insurance was that the ANNEXE was in poor condition but that was not true. I was in the process of upgrading the insulation and installing a new immersion heater but that did not mean the building was in poor condition only that I was working on improving it and SAGA jumped on that too by refusing to insure it for contractor damage and as I was doing the work SAGA considered me a contractor. Initially SAGA insured GOONHILLEND, WINTER COTTAGE and the ANNEXE but the cover was so poor I complained which resulted in SAGA throwing their toys out of their cot and cancelling all but WINTER COTTAGE with limited cover. As I have never had any trouble in the past 50 years insuring my properties with a guess of 1875 build date (often but not always with SAGA) I think that the only reason that SAGA put so many obstacles in my way this time is because I told them the property had been sold and the insurance would most likely only be for about six weeks. In hindsight it would have been better to not mention the property had been sold but what I wanted was a short term "bridging" type of insurance but instead of offering that SAGA made a mountain out of molehill which has cost me (and SAGA!!!) a great deal of time and money. Maybe SAGA should think of offering such insurance or at least pointing people in the right direction in future?

You are not happy being asked to pay an outstanding balance of £5.09, for a policy that was cancelled by Saga.

When SAGA cancelled my insurance they assured me that any monies paid would be re-funded but then, on 26 January 2021, sent me a [bill for £5.09](#), on 24 February 2021 sent me another [bill for £27.91](#). As can be seen later in this letter Mr Donellan very generously waived the [£5.09](#) debt but not the [£27.91](#) one. But as I had already been told that any balance would be refunded this is nonsense. Perhaps Mr Donnellan can also explain why he states [his version](#) of the £5.19 bill is dated 9 February 2021 when mine is clearly dated [26 January 2021](#)? Are SAGA also going to generously waive the [£27.91](#) debt?

You feel Saga are partly to blame for the sale of your property falling through, because of the delays. You had to employ people to clear the property instead of dealing with it yourself, as

This is totally untrue. I can say with absolute certitude that I have never said that SAGA were partly to blame for the sale falling through and in the phone call when I first informed SAGA that it had fallen through (2 days before completion date) I made it plain that SAGA were **not in any way to blame**. How could SAGA be partly to blame? I did on several occasions warn SAGA that they may be putting the sale in jeopardy because of the disproportionate amount of time I was having to spend trying to arrange insurance when I should have been working on clearing the properties to allow for vacant possession but that was obviously before my buyers dropped out. At the time I estimated that SAGA had put me 12 days behind and was obliged to employ two people to help me catch up. They put in six and a half days work at £100 per day but as they were much younger and stronger than I am I would say their six and a half days was the equivalent of my lost 12 days and £650 well spent. I was still clearing the properties on the day that my buyers dropped out but I was nearly there with two more days to go before completion.



this matter has cost you unwanted time being spent. You have requested reimbursement of £650. Keep doing

I have indeed requested £650 reimbursement for payment for the time spent by two persons I employed to catch up on the time I lost dealing with SAGA but have not received it as yet. I have not yet requested payment for the time I have spent dealing with this matter and that runs into hundreds of hours for instance I have spent two weeks full time dealing with this complaint to the Ombudsman! This statement does not actually say what SAGA are going to do about my request or say "*I am unable to uphold your complaint*".

Firstly, I would like to apologise for the frustration and upset caused by this matter, our service has clearly fallen short of what you were expecting, moving forward we will do better for you. Following my investigation into your concerns, I can confirm that our underwriters require to know the exact year of build for property's that were built pre 1850. In this instance, as the year of build for your properties was unknown, Saga are regrettably unable to provide cover, which resulted in the cancellation of your policy. I can understand the frustration this has caused you, unfortunately to ensure we are providing cover correctly, we must obtain the correct year the property was built. It may help to explain, had this been brought to our attention that the insured properties year of build was unknown, this would have been referred to our Underwriters at the inception of this policy. Your underwriter Prestige would not have been able to provide cover for this property. I am unable to uphold this part of your complaint.

This is perhaps the most important paragraph of SAGA's final response in that it states "*I can confirm that our underwriters require to know the exact year of build for property's (sic) that were built pre 1850*". Up to the date of this final response letter (31 March 2021) I was under the impression that all SAGA required was proof that my properties did not pre-date 1800. Initially I told SAGA, what I have always told insurance companies, that I guess my properties were built in about 1875 and that all I knew for sure (at that time) was that they pre-dated 1890. However I researched the Internet and discovered an old map dated 1806 - 1869 which did not show my properties existed in 1806 therefore did not predate 1800. I sent SAGA [an email](#) with the [map](#) attached as proof that my properties did not predate 1800 and thus met their criteria. However by this final response letter SAGA moved the goalposts and now require the exact date of properties built pre 1850 (as opposed to pre 1800). SAGA are aware I cannot prove my properties predate 1850 and I cannot provide the exact date of any of them meaning they will not insure my properties whereas they have done many times in the past 50 years given the same information except that I only want cover for about six weeks.

I would also like to apologise for any upset caused by our Underwriting Department, after you received a letter dated 29<sup>th</sup> January 2021, confirming your annex property was not in a good state of repair. It may help to explain, this letter was correctly issued based on the information you provided us, regarding the property. You confirmed with our advisor that the property had no water in the kitchen and was not in a good state of repair. After a second conversation, you further clarified to our Underwriting Department that your kitchen was fully functioning, and your pipe was capped. Unfortunately, I am unable to uphold this part of your complaint as our underwriters have followed the correct process and issued the correct letter, based on the information you provided. After you further clarified the situation with Saga, this was then correctly amended on our system and the state of repair was no longer an issue, only the year of build of the property.

### To repeat

I was unhappy because I had never said the ANNEXE was in a bad state of repair only that there was no hot water because of an immersion heater failure which meant the water had been turned off at the stop tap whilst it was repaired and SAGA should not have claimed that as one of the reasons to cancel the insurance. I sent photos and SAGA conceded the ANNEXE was in a good state of repair but required me to cap the supply to the removed immersion heater and restore cold water to the rest of the ANNEXE. Which I did.

I'm sorry you are unhappy our Underwriting Department, as they refused to send you an amended letter confirming your property was in a good state of repair. Following my investigation into this matter, I can confirm Saga did correctly provide a follow-up letter dated 5<sup>th</sup> February 2021, which removed the paragraph confirming your property was not in a good state of repair. This was removed, after you provided further clarity on the state of repair of your property. I am unable to uphold this part of your complaint.

That is not the same. What I wanted was for SAGA to send me an amended letter saying my property was in a good state of repair not another letter confirming there was now only one reason for refusal of insurance and cancellation of my policies - - I did not know the exact date of build - rather than the two original reasons



I have also spoken with our Pricing Department regarding your concerns raised about the premiums provided. Unfortunately, they have confirmed that the premiums have been calculated correctly, based on the correct risk information presented to the underwriter. It may help to explain SAGA do not have any influence over the premiums that our underwriters produce, as these are calculated independently based on the rates, risks and cover levels and the premium you have been offered, was the lowest price available from our panel of insurers this year. Whilst I am unable to uphold this part of your complaint, I'm sorry if this was not the answer you were expecting, as I appreciate any premium increase is frustrating.

### To repeat

I was unhappy because having proved that none of my properties were built before 1800 because I found a map of the area dated 1806 to 1869 that showed that none of them existed in 1806 so obviously were not built before 1800. I sent a copy of the map to SAGA who issued new quotes for GOONHILLEND and The ANNEXE but they were considerable more than the policies they had cancelled GOONHILLEND increased from £359.46 to £510.65 and the ANNEXE from £89.59 to £226.34. This was not acceptable. I had proved that both were not built before 1800. Why the increase?

I have reviewed the recorded telephone conversation dated 5<sup>th</sup> February 2021 and I'm sorry for the incorrect information that was provided by our Customer Relations Department. It was incorrectly confirmed during this conversation, that you did not need to declare your cancellation to other insurers. It is our intention to make your life easier not harder, and clearly, we have not done our job on this occasion. Let me reassure you, that this will not happen again. I can confirm the cancellation of your policy will need to be declared to other insurers as cancelled by insurer. I will be upholding this part of your complaint and feedback will be provided to the relevant individual, to ensure we improve the service we provide to our customers in the future.

Why listen to a recorded phone conversation? Surely it would have been better to look at the [e-mail](#)? I have **no complaint** about the author, Thomas Sturgess, because I believe his to be the correct response and it is Hannah Johnson and Richard Donellan that need re-training not Thomas Sturgess. Upholding a complaint that I obviously did not make is absurd and offering me £30 in compensation is even more ridiculous. I have not requested payment.

I would like to apologise for any frustration caused from the email sent by a Customer Relations Executive, which did not include the available times she was working. It may help to explain, we do not provide shift times within our email correspondence, as we can not guarantee availability between these hours, due to holidays, meetings and absence. Whilst I am unable to uphold this part of your complaint, I can understand your point of view and feedback will be provided to see how we can improve our email correspondence in the future.

### To repeat

This a very minor point and not part of my complaint. I had been working long hours trying to clear my property to provide vacant possession - usually 7am to 7pm so most of my calls to SAGA were between 7pm and 8 pm in line with most SAGA emails that state "[We are open Monday to Friday 8.30am to 8.00pm and weekends 9.00am to 5.00pm](#)" (see [5 February 2021 e-mail](#) as an example). When I phoned my "previous case handler" at about 7.30 one evening I was told she had gone home and I mentioned that her email did not state her working times and it was inconvenient for me to phone during normal hours as there was no land line phone where I was working and a very poor mobile signal and it would be better that SAGA stated working times on all emails not just some of them. SAGA took my advice as being a complaint against my case handler which meant that she could no longer handle my case and Richard Donellan took over. I can't help but feel I drew the short straw there!

Mr Donellan's statement that "[we do not provide shift times with our e-mail correspondence](#)" is a lie (see [29 January 2021 letter](#) [5 February 2021 e-mail](#) [5 February 2021 email 2](#) as a few examples)



I'm sorry for any upset caused by our Underwriting advisor that was dealing with your policy. I can understand this situation was very stressful and you wanted to make sure your properties were covered. I have reviewed the process our advisor has followed, and I can confirm I am happy with the service provided. Based on the information that was provided by you, our advisor has acted correctly and attempted to speak with your underwriter directly to ensure your properties were covered. Following your concerns, this was then transferred to an Underwriting Manager to review and unfortunately, it was confirmed Prestige were unable to offer cover based on the year of build. Regrettably, I am unable to uphold this part of your complaint.

If SAGA's underwriters, Prestige, insist on customers providing an exact date of build then I predict SAGA will lose at least 60% of their customers in Cornwall - I know of very few (if any) of my friends who own pre 1900 properties that know the exact date of build - even the exact century in a lot of cases!

I would like to apologise that you feel Saga have deliberately put obstacles in your way, after advising us you were selling your property. I can understand why you feel this way, based on the back and forth with our Underwriting Department regarding the year of build of your property. It may help to explain, our underwriters have followed the correct process in this matter, to make sure your properties are fully covered in the event of a claim, and your risk information provided is correct. Due to you not knowing the exact year of build, our Underwriting Department have referred over to the underwriter all the risk information you have provided, but unfortunately, they have declined to provide cover, as you confirmed one of the property walls, was as old as early 1700's, when speaking with the Underwriting Manager. Regrettably, I am unable to uphold this part of your complaint.

Same comment as above however I can confirm that I at one time I said that one of the walls could be (not was) as old as the 1700's but that was before I found the map that proved it was not pre 1800 and obviously not as old as the 1700's. Mr Donellan was aware of this and should not have included my out of date statement in SAGA's final response letter because he knew it was out of date.

I'm sorry for the additional frustration caused, when you received an outstanding balance letter dated 9<sup>th</sup> February 2021, following the cancellation of your policy. I have spoken with our Accounts Department and I can confirm the amount of £5.09 has been calculated correctly, based on the time on cover when the policy was cancelled. Whilst I am unable to uphold this part of your complaint, I will waive this outstanding balance and I confirm you do not owe Saga this amount.

### To repeat

When SAGA cancelled my insurance they assured me that any monies paid would be re-funded but then, on 26 January 2021, sent me a bill for £5.09, on 24 February 2021 sent me another bill for £27.91. As can be seen later in this letter Mr Donellan very generously waived the £5.09 debt but not the £27.91 one. But as I had already been told that any balance would be refunded this is nonsense. Perhaps Mr Donellan can also explain why he states his version of the £5.19 bill is dated 9 February 2021 when mine is clearly dated 26 January 2021? Are SAGA also going to generously waive the £27.91 debt?

I'm sorry to learn that you spent unwanted time dealing with this matter, and the sale of your property fell through and did not go ahead. I can understand your frustration and I'm sorry you have spent unwanted time dealing with this matter, which resulted in you having to employ individuals to assist with clearing your properties. Unfortunately, Saga are unable to provide any reimbursement of these costs as our underwriters have followed the correct processes when trying to obtain cover for you. This was based on the information you have provided, which was correctly referred over to the underwriter Prestige. Regrettably, as the exact year of build was unknown, cover could not be provided. I am unable to uphold your complaint.

At the time I was obliged to employ the individuals because of the estimated 12 days I had lost because of SAGA cancelling my policies for GOONHILLEND and the ANNEXE. I had, on 5 February 2021 already proved that my properties met SAGA's criteria of not being built before 1800 and your underwriters had offered me insurance (but at an unacceptable price). It was not until Mr Donellan's final letter dated 31 March 2021 that I was told that the "underwriter Prestige" had moved the goalposts and now wanted an exact date for properties built before 1850 rather than simply not built before 1800.

As I have said. If SAGA's underwriters stick with this policy then SAGA will get very little business in Cornwall ! But if I find out that in the future SAGA have offered cover to any of my friends —



Considering the above, our service has clearly fallen short of what you were expecting, moving forward we will do better for you. I would like to offer you £30.00 compensation, to be raised via cheque. If you wish to accept my offer, please can you contact me using the information provided and I will speak with my Accounts Department and raise the above amount.

Amazing. SAGA offer me £30.00 for the only part of my complaint they uphold but it is also the one part of my complaint that I did not make.

### To repeat

I have no complaint about the [5 February 2021 e-mail](#) from Thomas Sturgess because I believe his to be the correct response to the problem and it is Hannah Johnson and Richard Donellan that need re-training not Thomas Sturgess. Upholding a complaint that I obviously did not make is absurd and offering me £30 in compensation is even more ridiculous. I have not requested payment.

I would also like to mention, I have spoken with our Underwriter's regarding the ordinance maps you have provided, and unfortunately, we are unable to change the cancellation decision on your policy. It is recommended you declare the 7-day cancellation to any new insurer, to see how they wish to proceed.

This not true - SAGA did change the cancellation following my [5 February 2021 email](#) (with [the map](#)) because they sent me new for the two cancelled policies but I did not accept them as they were too high. GOONHILLEND had increased from £359.46 to £510.65 and the ANNEXE from £89.59 to £226.34. This was not acceptable. I had proved that both were not built before 1800. Why the increase?

I have now concluded my investigation and hope that the above explanation is satisfactory and answers the concerns you have raised. However, if you have any additional information not previously provided, that may impact the outcome of your complaint, please do not hesitate

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It is not satisfactory, contains lies, states I have complained about Thomas Sturgess's [5 February 2021 e-mail](#) when I did the opposite, moves the goalpost date of first build from pre 1800 (which I can prove) to 1850 (which I cannot prove), states SAGA is unable to change the date of cancellation when they did change the date by offering me new policies following my [5 February 2021 email](#) (with [the map](#)). Quite frankly I have a bigger complaint about Mr Donellan than I have with SAGA so will **SAGA please consider this such a complaint.**



to email me at [services.customer-relations@saga.co.uk](mailto:services.customer-relations@saga.co.uk), write to me at the above address, or call me direct on 0800 092 3700.

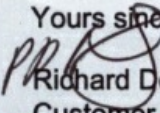
If you remain dissatisfied with our response you have the right to refer your complaint to the Financial Ombudsman Service, free of charge - but you must do so within six months of the date of this letter.

If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The following website gives you more information on the Financial Ombudsman Service: <http://www.financial-ombudsman.org.uk>

For this purpose, this communication can be considered our final response on this matter and I have enclosed a leaflet providing further information on the Financial Ombudsman Service.

Yours sincerely

  
Richard Donellan  
Customer Relations Executive  
Chief Executive's Office