863/11

Den 14. marts 2011 blev i sag nr. 78.338:

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mod

Alpha Insurance A/S
Sundkrogsgade 21
2100 København Ø

afsagt

k e n d e l s e :

_____

Forsikringstageren har forsikring med dækning ved uarbejdsdygtighed og arbejdsløshed - "Mortgage Payment Protection Insurance" - i Alpa Insurance A/S. Hun klager over, at selskabet har afvist at tilbagebetale præmie vedrørende en periode på 5 måneder.

Af klageskemaet, der er underskrevet af klageren den 30/6 2010, fremgår:

"1. Statement of claim, a brief outline of the case. …

On 01 June 2009, my mortgage payment protection insurance (MPPI) was changed from Assurant to Alpha Insurance A/S. As a result of this change, the monthly premium increased from £ 39.52 to £ 76.69. I was not informed of this change by the underwriter (Alpha) or by the Administrator (Adminide).
Although my husband was informed of a change to his policy, this letter did not mention any change to my policy, which is totally separate. As my husband was under extreme pressure of work, he overlooked mentioning his letter to me. I continued paying the increased premium for 5 months before noticing the increase, at which point I cancelled my policy with Alpha.

2. What specifically is it you want the insurance company to do? …

I would like a full refund of all the increased premium charged by Alpha for 5 months without my knowledge, i.e.:

| Increased monthly premium | | Number of months paid higher premium | Total claim |
|---|---|---|---|
| 74.69 - 39.52 = 35.17 | x | June - Oct. 2009 5 | £ 175.85 |

I was not treated fairly as I was not personally informed of this change or increased premium."

Heroverfor har selskabet i brev af 13/7 2010 til nævnet anført:

"The insured, [klageren], initially purchased a Mortgage Protection Payment Insurance (MPPI) policy via British Insurance Ltd. with Assurant Solutions as the insurer. Assurant Solutions gave notice to British Insurance early in 2009 that they were no longer prepared to provide mortgage payment protection insurance coverage to British Insurance's customers, due to the fact that they were losing money following the increase in the number of redundancies and the rising cost of claims. In order to protect their customer's interests British Insurance asked other insurance companies, including Alpha Insurance A/S, to provide quotations for the business. These quotations were provided on the open market.

Alpha Insurance A/S agreed with British Insurance Ltd. to offer insurance to [klageren] so that she could continue to be protected, but at the advised increased premium. A letter informing her of all changes was sent to [klageren] by British Insurance on 28th April 2010 [2009] (see copy letter, attachment 1). [Klageren] was given 30 days notice of the change before Alpha Insurance A/S became her insurer and provided her with cover and the first premium payment was due at the end of June 2009. Alpha Insurance A/S agreed to offer cover with no changes to the existing policy terms and conditions (see copy policy, attachment 2).

In Point 1. Statement of Claim in the completed Complaints Form, [klageren] states that she 'continued paying the increased premium for 5 months before noticing the increase'. This statement is untrue.

In an e-mail sent by [klageren] on 27th June 2009, but using her husband [klagerens ægtefælle] e-mail address, [klageren] wrote to Assurant commenting on the increase in her own premium. This means that she had actually noticed the increase just five days after the first increased direct debit payment was made and any further payments could easily have been stopped by her at that stage.

This e-mail from 27th June 2009 (see copy, attachment 3.) was passed on by Assurant Solutions to Alpha Insurance A/S's administration company in the U.K. and a reply was sent on 1st July 2009 already. The reply enclosed a copy of the British Insurance letter from 28th April 2009, and advised that if the customer did not wish to continue with their policy, a simple e-mail reply would have been sufficient to cancel the policy immediately. No such e-mail was received from [klageren].

The copy British Insurance Ltd. letter enclosed with the e-mail from 1st July was actually that addressed to [klagerens ægtefælle]. Since both [klageren] and her husband [klagerens ægtefælle] had separate MPPI policies written via British Insurance Ltd. and the e-mail of 27th June actually quoted [klagerens ægtefælle] policy number in the title but [klagerens] policy number in the text, an understandable confusion must have arisen on the part of the person replying to the enquiry from [klageren]

Nevertheless, as [klageren] clearly had access to [klagerens ægtefælles] e-mails and must have been expecting and looking for a reply to her enquiry by e-mail, it is not correct for her to write under Point 2. of the Complaints Form that, 'I was not personally informed of this change or increased premium'. [Klageren] was aware of the premium being charged and even though she claims not to have received her own letter by post from British Insurance in

April, having read the letter addressed to [klagerens ægtefælle] on 1st July, she must have realized that the same information applied to her policy.

Neither [klagerens ægtefælle] nor [klageren] contacted Alpha's administrators directly to cancel their policies in July, August, September or October of 2009. The first indication that they wished to cancel was when a bank notification was received in November 2009 indicating that they had cancelled their Direct Debit instructions. Coverage was therefore in place for five full months - from 1st June until the end of October 2009 and if a claim had been presented to Alpha Insurance A/S during that period we would have met our contractual obligations in full.

In May of 2010 both [klagerens ægtefælle] and [klageren] contacted Alpha Insurance A/S separately by e-mail (again with [klageren] using [klagerens ægtefælles] e-mail address) asking for premium refunds. (see copies, attachments 4. and 5.) and a letter was sent in reply on 19th May, which has been included as an attachment to the complaint. This letter explained the position of Alpha Insurance A/S in full and refused the requested refund for the grounds given therein.

We firmly believe that this claim for a refund has been dealt with in a proper and professional manner and we maintain that [klageren] is not entitled to any refund of premium from Alpha Insurance A/S. We trust that the above information and the enclosures are helpful and we will look forward to receiving notice of the decision of Ankenævnet for Forsikring in due course."

Nævnet har fået forelagt de bilag, som parterne har fremlagt, herunder det brev, som British Insurance ifølge det indklagede selskab sendte til klageren den 28/4 2009. Af brevet fremgår bl.a.:

"**Change of Insurer**
We are pleased to inform you that we have joined forces with a premier insurer in the form of Alpha Insurance A/S, to offer you continued cover with no changes to your existing terms and conditions.
…
**Changes to Policy Wording and Cover Provided**
No terms, conditions or wording of your policy has been changed. Please review your policy to ensure that cover provided meets your needs and requirements, as we do not provide any recommendations or advice as to its suitability. If however you do not want your policy, or your personal details to be transferred to Alpha Insurance A/S, then please email ….co.uk or phone … within 30 days of the date of this letter.
…
**Premiums and Direct Debit Collection**
Unfortunately, given the current market, it has not been possible to totally avoid an increase in your monthly premium which will increase to £74.69 from June 2009 onwards, but we feel this is a small price to pay for a policy which offers all the quality you expect from us and will continue to provide a valuable safety net in this time of economic uncertainty.

As your premium is currently paid in monthly installments by direct debit, payments will continue to be collected automatically. You do not need to take any action."

Af forsikringsbetingelserne fremgår bl.a.:

"**13. General Conditions & Cancellations**
…
13.5. **We** reserve the right to cease offering this policy at any time by giving **You** at least 30 days written notice at **Your** last known address. **We** may also change the terms and conditions of the policy and the **Premium** amount. **We** will give **You** at least 30 days written notice of any change. **You** should attach the notice to **Your** policy."

Nævnet udtaler:

På det foreliggende grundlag finder nævnet, at selskabet har hævet præmien i overensstemmelse med de gældende forsikringsbetingelser. Henset hertil samt til det i øvrigt anførte finder nævnet, at der herefter ikke er grundlag for at pålægge selskabet at tilbagebetale præmie vedrørende perioden juni til oktober 2009.

Som følge heraf

b e s t e m m e s :

Klager får ikke medhold.

J. Hermann