



- According to the Telegraph of 19.01.12, the average cost of car insurance reached £1000 (£971).
- According to the City Wire Money (website) of 27.02.12 the average cost of insurance nearly doubled in two years.
- According to This is Money (website) "car insurance costs gobble up a fifth young persons' average salary".
- **According to the Telegraph of 14.01.2016, older drivers are the worst affected by rapidly rising car insurance prices which surged dramatically last year. Evidence below may suggest Saga to have a role in this.**

Insurance is a business of money for nothing. We seem to be at the point where insurance companies conduct business solely and entirely for maximum profits. This breeds abuse and more abuse means more claims. More claims mean increased premiums and more money for the insurance companies pursuing their own growth. Litigation and minor personal injury claims spiral out of control, because paying out is the cheapest option for those solely concerned about money.

An average motorist could save approximately £110 per annum (presuming that 20% of alleged whiplash is genuine) only by making an end to fraudulent litigation.



According to Wikipedia (August 2013), in the United Kingdom, 430,000 people made a claim for whiplash in 2007, accounting for 14% of every driver's premium. In ten years, that would have meant four and a half million people with damaged necks walking the streets of Britain. How many have you seen? According to the Association of Personal Injury Lawyers Almost 30 per cent of claims are encouraged by insurers (The Whiplash Report 2012).

The case that will follow is about an accident in which a speeding driver rubbed both doors on the car she drove against an indicator light of another car that was manoeuvring in the middle of the road. She was speeding and pushed the car others allowed in a tight spot to turn right, out of her way, because she was running late. She was due to return the hire car to a company that was closing at 18:00 hours and the accident occurred at 18:02.

That driver, Miss "E", laughingly stated that she is not concerned about the hire car. Two months later a firm of solicitors presented a claim between £1000 and £10,000 on her behalf. She claimed for whiplash injuries, 2 days of incapacity, and hospital treatments! Her solicitor had no idea about the accident claimed for. In his letter of 27.06.12 he stated that the vehicle was propelled meters as the result of an impact! If that was true, she would have been dead with both cars written off! The nature of the damage on both cars would prove that whiplash could not have occurred.

Whiplash is caused by an abnormal motion or force applied to the neck that causes movement beyond the neck's normal range of motion. In order for whiplash to occur, there must be an impact. Technically speaking, it could not occur as the result of a rub against the side of a vehicle after which that vehicle continued travelling un-effected in the same direction.

The insurance company, Saga, refused to release photographs of the damage. Contrary to existing proofs which were withheld, the insured, Dr "C", was accused of having "recklessly" damaged a human being and the insurance company refused to enter into any discussion about it. Saga paid out and became a key accomplice to the fraud. Miss "E" and her solicitor gave incorrect information in a claim and Saga went along, even against their insured who paid Saga a premium to protect her.

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Once upon a time, Insurance was a means to mitigate losses by sharing unavoidable damage and making everyone safer. Today, reps of Personal Injury Solicitors stop you in the middle of the town to rack your brain about an accident you cannot remember, and your mobile will be inundated with £3000 plus offers if you reply with "Yes" to a law firm.

Welcome to the World of Abuse.



Saga went further and disclosed hidden policies detrimental to the insured relating to the age of the vehicle. While this was not stated anywhere, Saga now claimed that they "discourage the ownership of older cars" and they presented a quote for unnecessary new replacements to unduly force the vehicle being written off.

With any renewal cancelled, Saga will have presumed the client to be senile enough to have forgotten all of this and they attempted to unlawfully draw money for a policy renewal.

Saga could not provide a proof of no claims left without lengthy muddles and misinformation.

Eventually, Saga stated that the complaint should be taken elsewhere, because the whole case is underwritten – Saga is not handling anything, it only takes the money!

On checking Saga marketing with published statistics for the period in question, Dr "C" found that Saga publishes incorrect data about its performance.

In June 2016 Saga decided to make contact about the accident that happened in April 2011. Three of the administrative points regarding the renewal and the confirmation of No Claims were discussed with a customer relations executive and for these a compensation of £70 was agreed. The executive stressed that he cannot act on other matters of the case. But when a cheque arrived, the accompanying letter stated that the £70 is the full and final settlement with Saga. This was not true and the cheque was returned. Only after the executive corrected the matter by confirming that the settlement was limited to three administrative points connected to the renewal with another company, was the sum of £70 accepted.

Seeing Saga selling shares in their company to survive gave a sense of Justice. One wonders how a company as dishonest as this, can be in business.

A legal requirement for insurance companies to publish the number, or the ratio, of successfully defended claims against their insured, and a further requirement to publish photographs of damage to cars for which personal injury claims are made, would reduce the likelihood of abuse like this.

Accident on 19.04.11 at 18:02 hours at Swindon Road, Cheltenham.

Map showing the location of the Accident:



● This was the damage on Dr "C's" car:

The Saga appointed garage quoted nearly £1800 to repair this damage, that you see (or not), and Saga declared the car a "Total Loss". The repairs that were listed included a new



bumper at a cost of £300 plus to remedy the smudges (these were subsequently cleaned off and the bumper is as good as new) and a new light unit at the cost of £300 plus, while the light was perfectly fine, but a piece of plastic broke off (and this was subsequently glued back), etc. When ridiculous replacements which did not need replacing were eliminated, the actual full repair came to slightly more than one third of what had been quoted and that cost may have been warranted by the market value of the car.



Even without any repair, the only damage that prevented the car from being roadworthy involved an indicator light. This could have been put into an appropriate working order for less than £100. But for this damage Saga wrote off a car that Dr "C" meticulously maintained engine-wise, and a young rep told her that Saga actively discourage the ownership of older cars. That principle did not appear in the policy. Not even in the smallest of print.

If it is a legal requirement for insurance purposes to only use new parts regardless of how superficial the damage may be, then perhaps this is a case to suggest a review. Getting a whole new bumper over a few cleanable smudges on an older car is ridiculous.

Dr "C" recalls the initial representative telling her that "they may be able to repair her car without using all new parts". Why was this idea not pursued?

- The details in the personal injury claim form were truly amazing!

It stated "soft tissue whiplash" – impossible to prove, and the medical extent of damage: "An assessment for physiotherapy is considered a necessity". Difficult not to laugh! What assessment? And considered a necessity by whom? You just walk into any physiotherapy department, in any hospital, if there is nothing more urgent to do! There is no requirement to see a doctor to be referred. It is about corrective exercise – it is no hospital "treatment", and certainly no proof of any injury. NHS regulations enable anyone to self-certify for up to 7 days and anyone off the street can walk into any physiotherapy department at a hospital, without a medical referral, and they can claim any unproven injury, and on request, they could walk out with a confirmation of attendance at the hospital.



Evidence without an actual injury report (with proofs such as x-rays, or photographs) from a qualified medical practitioner is not worth the paper on which it is written. Saga/Acromas have refused to disclose what evidence, if any, Miss "E" may have presented in support of her personal injury

claim, and the young man to whom Dr "C" spoke on the phone did not seem familiar with how easy it is to obtain a piece of paper confirming attendance at the hospital following an alleged injury (valid in 2011.) If any whiplash could have occurred, then the victim would have been the driver who was pushed back, which was Dr "C", and not the driver who continued another 7.45 m without digressing an inch from her direction.



The litigating firm was Bruce Lance and Co Solicitors in Poole, Dorset. Their statement that the contact with Dr "C"'s car actually resulted in Miss "E" travelling any distance is ludicrous.

That firm had no idea about how the accident happened and perhaps they were not even interested.

There was an accident and the personal injury payout was a slap on no one contested. This is taken directly from the litigating firm's letter:

substantial impact resulting in our client's vehicle travelling a distance which you state to be 4.5 metres following contact. there was a

There was a 30 mph speed limit and the accident happened in perfect visibility on a dry road. When Dr "C" phoned Saga/Acromas, a young male representative told Dr "C", who has an independent witness to this conversation, that the young woman: 'Rightfully pushed Dr "C" out of the way!'

Dr "C" wrote to the hire company that owned the other car asking them whether they seriously believe that this accident could have caused anyone a whiplash. They replied that her insurers accepted liability and they were not making further comments. They stripped themselves of any association with the injury claim and Dr "C" had learned that Miss "E"'s employment with that hire company was terminated.

Dr "C" has forwarded several replies (after dutifully downgrading her docx files to doc, so Saga could read them with their 9 years plus old software). But Saga/Acromas would not accept any fault in the way they handled the case and were keen to refer Dr "C" to their Ombudsman - who is paid by them and acts accordingly - seemingly wearing the person complaining down and brushing any complaints under the carpet.

Policy expired, but still not the End!

Dr "C"'s annual cover with Saga/Acromas has run out on 21.03.2012. When Saga sent her a Renewal Schedule, Dr "C" phoned Saga and made it clear



that she could not be more unhappy with the service, and will not be renewing. In a letter Saga confirm that during an even later telephone call, on 16.03.2012, Dr "C"'s intent not to renew was clear. But on the 21st March 2012 Saga attempted to draw out of Dr "C"'s account a payment for the policy.

By the 20th March 2012 Dr "C" entered into a contract with another insurance company and that local office insisted that Dr "C" gets from Saga the number of years of no claims left. Dr "C" has a landline and a mobile and she phoned Saga while the current Insurer was on the other line. Saga told Dr "C" that she is left with the "default" which is 4 years of no claims bonus, and the new premium was calculated from that, while a confirmation in writing was due to follow from Saga. No such promised letter from Saga arrived, until the new insurer threatened Dr "C" with cancellation. Following further phone calls to Saga a letter confirming the number of years did arrive in the second half of April, but now stating only two years of no claims, contrary to what Dr "C" was told on the phone - which meant a further loss to Dr "C", because the new insurer increased her premium. In a subsequent letter Saga acknowledged that their telephonist stated to Dr "C" that she reverted to "default" which is four years, but allegedly the telephonist then carried on stating that two years are left, because she had an accident.

If it is true that the telephonist continued mentioning 2 years, then Dr "C" missed the fact that Saga attempted to give her two contradictory pieces of information during a single conversation, as upon being given the first information of the reversal to 4 years, Dr "C" diverted her attention to the new insurer on the other phone to whom she passed on that information, in good faith.



In one of their "final responses" of 26.06.12 Saga confirm that they are satisfied with this level of telephone service "properly" provided by them.



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"...and just when I had begin to understand Medicare, Part D."

Dr "C"'s contract was with Saga Car Insurance who took her money without advising her that she must pay a part of it to another department. Dr "C" believes that Saga are acting unlawfully by pretending that they are not responsible for the case and by trying to now refer her to various underwriters and other departments. Saga did not have that problem when it came to taking Dr "C"'s money for the contract.

A corner shop will not send a customer to complain to Taiwan about a radio they bought when it does not work, because it would be illegal!

If Saga wants to be referring their customers to other legal subjects, they must state this up front in their advertising and the customer must make separate payments for the policy to each of the legal subjects with whom they will have separate contracts.

Misleading Marketing

Saga website is a pretty and seemingly effective façade to bring in money. The table below, taken down from the Saga website in April 2012, claims that all complaints were closed within 8 weeks. Dr "C"'s, in August 2012 still open complaint, fell into that period.

Dr "C" believes that there is a law against publishing incorrect, or just misleading information. But it does not seem to apply to Saga.



During the conversation when the No claims were discussed in April 2012, a Saga representative stated that Dr "C"'s complaint is "still open". If Dr "C"'s case is still open in Saga/Acromas files, then the pretty table states a lie, even if Dr "C"'s case would have been the only one still open from that period.

How we deal with complaints

At Saga, we strive to ensure that our customers are treated fairly. If you are dissatisfied with the handling of any products or service we have provided, we will take your concerns very seriously.

As we are regulated by the Financial Services Authority, we are required to publish a summary of complaints that we have received.

Summary of complaints we have received;

Name: Saga Services Ltd

Group: Acromas

Other firms included in this report: Acromas Holidays Ltd

Period covered in this report: 1st February – 31st July 2011

A	B	C	D	E
	No. of complaints opened	No. of complaints closed	Complaints closed within 8 weeks (%)	Closed complaints upheld by firm (%)
Banking	0	0	0	0
Home finance	0	0	0	0
General insurance and pure protection	2078	2171	100%	47.9%
Decumulation, life and pensions	0	0	0	0
Investments	0	0	0	0

The FSA also recommends that companies should publish additional information alongside their complaints data summaries in order that customers can relate the number of complaints to the scale of the firm's relevant business.

A	B	C
	No. of complaints opened (per £1m of annual income)	No. of complaints closed (per £1m of annual income)
General insurance and pure protection	9.15	9.56

HEALTH INSURANCE

Over 50s get 3 months free when you pay by monthly Direct Debit

- Prompt access to private medical treatment
- A great choice of HealthPlans
- Easy to take out cover.

[MORE DETAILS >](#)



SAGA PLATINUM CREDIT CARD

The ideal travel companion for the over 50s, offering great benefits whether you spend at home or abroad

Representative 11.9% APR (Variable)

[MORE DETAILS >](#)

Saga claim that their focus is on customer care. In PR and advertising. When the young clerks administering the schemes let their hair down, the experience is quite

different. This, in Dr "C"'s opinion, is the worst part of the story, because it amounts to a mockery of the customers who keep Saga in business.



When the complaint was lodged, Saga claimed to have 8 weeks to resolve it. Saga claimed at least 3 times those 8 weeks, they issued several "final responses", and they have eventually attempted to strip themselves of their responsibility for the case while sending the insured to "other departments".

The case never reached a resolution. The personal injury settlement was negotiated in secrecy, while the insurance company refused to release any details to the insured who is blamed and was not given as much as an opportunity to issue a statement.



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