THE OMBUDSMAN'S BRIEFCASE

Issue No.3 of 2019

ombudsman for short-term insurance

FROM THE EDITOR'S DESK

In this edition we look at whether a change in the use of a residential property was material to the loss, an insured's duty to disclose material information when the policy is taken out, exercising a duty of care in respect of cell phone devices and selecting a repairer in the event of a vehicle claim.

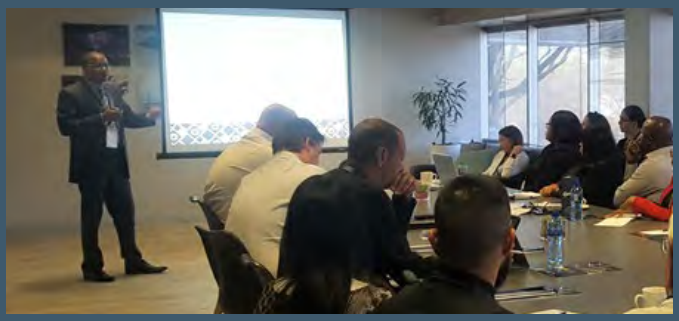
"Education is the most powerful weapon which you can use to change the world." **-Nelson Mandela**

NEWS AND EVENTS

CONSUMER WORKSHOP

On 28 August 2019, OSTI held a Consumer Workshop which was attended by various consumer bodies and consumer journalists. The aim of the Consumer Workshop was to provide information on OSTI's complaints handling process and the submission of complaints to OSTI. The Deputy Ombudsman, Edite Teixeira-Mckinon presented on OSTI's complaints handling process. The Senior Assistant Ombudsmen presented on various topics such as rejection of claims based on the condition of the insured property, material misrepresentation and non-disclosure during the underwriting of a policy and at claims stage, as well as rejection of claims on the basis of a lack of due care and precaution.

Senior Assistant Ombudsman, Darpana Harkison



Senior Assistant Ombudsman, Peter Nkhuna

SUBMITTING A COMPLAINT TO OSTI

We asked our Complaints Registration Department what advice they would provide to consumers who wish to lodge disputes with OSTI. They had this to say:

Did you know:
OSTI has a 'Contact me' service. If a consumer needs assistance in submitting a complaint, he/she can request OSTI to contact him/her.

- Give complete information – consumers must provide their contact details to OSTI, such as a postal address, telephone numbers and email address.
- Give precise details of the complaint - provide complete details of the complaint, which will assist this office in understanding the dispute and the outcome the consumer seeks.
- Provide correct and relevant documentation -the submission of correct documents is also important, such as the policy schedule. This assists OSTI in determining the details of the correct insurer.
- Provide reports/quotes - where a consumer makes reference to a report or quote in his/her complaint, attach a copy to the complaint.
- Keep and provide any record of the consumer's interaction with the insurer - such as when the consumer contacts his/her insurer to change any risk details on the policy, for example the regular driver, risk address or the use of the vehicle.

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CASE STUDIES

Please note that each matter is dealt with on its own merits and no precedent is created by the findings in these matters. The case studies are intended to provide guidance and insight into the manner in which OSTI deals with complaints.

CHANGE IN USE OF THE RESIDENTIAL PROPERTY

Mr D submitted a claim to the insurer in respect of fire damage to the outbuilding on his property, which occurred on 2 May 2018.

The insurer rejected the claim on the grounds that Mr D was using the outbuilding for business purposes and that batteries that were charging caused the fire. The insurer submitted that the policy only covered the building for private use.

The insurer relied on the following policy exclusion to reject the claim:

"Specific exclusions

4.3 Loss or damage of any insured property related to your profession, business or farming operations.

If used for business or commercial purposes, we must be advised immediately in order for the correct cover to be arranged."

Mr D submitted that his house and outbuilding were both used for private purposes, hobbies and working from home. Mr D stated that he advised the insurer's assessor that he had no idea how the fire had started but that he assumed that it was caused by one of the batteries that had been charged, as the fire started in the area where the batteries were stored. Mr D advised that, at the time of the incident, only the family camera and private home drill were on charge, both of which were not used for business. Mr D submitted that in addition to the 2 appliances being charged, the area where the fire started was the same area where the electrical junction box was located and it had been completely destroyed. The junction box was therefore the likely cause of the fire.

The insurer submitted that Mr D informed the insurer's assessor that the fire started in the outbuilding where he builds light remote aircrafts. Mr D advised the assessor that this was in part a hobby and in part a business. Mr D informed the assessor that he believed that the fire was started by the batteries that were charging in the outbuilding.

The insurer submitted that Mr D's policy was a home owner's policy and had not been taken out for any commercial or business purpose. The building was insured as a private dwelling and not for any commercial/ business use. The insurer submitted that the policy excluded cover if a loss occurred as a result of the building being used for business purposes. The insurer submitted that it rejected the claim on the basis that the fire started as a result of the building being used for business purposes.

Mr D advised that he did work from home and from an office in Stellenbosch. He advised that the outbuilding was used to store his personal property such as computers, printers and a phantom drone and was a work space for his hobby of building radio controlled airplanes.

Mr D advised that there were two possible scenarios for the cause of the fire. The first one being that, based on the origin of the fire, his suspicion was that the fire could have started by the batteries on charge, namely the batteries of the cordless drill and household camera. Mr D advised that none of his radio control planes were charging at the time. The second one being electrical. Mr D advised that a large electricity junction box was located on the wall where the fire originated. He stated that his area suffered a number of power surges, failures and partial failures in the days leading up to the fire. Mr D submitted that his work computers and phantom work drone were undamaged and were definitely not the cause of the fire. Mr D submitted that the insurer's rejection of the claim on the basis that the fire occurred as a result of business activities was unfounded and unsupported by any evidence.

The insurer submitted that the equipment used by Mr D in building the aircrafts indicated that the building was being used for business purposes.

The insurer submitted that had Mr D informed the insurer that he would be using the building for business purposes, a commercial/business policy would have been arranged for Mr D after an assessment of the risk had been conducted by the insurer's specialist.

The insurer submitted in its response to this office on 1 April 2019 that two different service providers had gone to the insured property to investigate the claim and that Mr D had advised

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both service providers that he was building the aircrafts as a hobby and for business. The insurer advised that the service providers were willing to provide affidavits confirming what had been relayed to them by Mr D. The insurer submitted that irrespective of the cause of the fire there was a material dispute of fact as to the use of the property and the two different versions were irreconcilable. The insurer submitted that the material dispute of fact could only be resolved in a court of law.

Insurer's submission of a material dispute of fact

On Mr D's version his house and outbuilding were used for private purposes, hobbies and for working from home. Mr D advised that the outbuilding was used for, amongst others storing the phantom drone which he used for business and pleasure.

The insurer advised that according to the services providers, Mr D advised them that he was building remote aircrafts as a hobby and for business.

The insurer has provided this office with two reports one from an internal assessor and the other from a service provider.

The internal assessor's report stated:

"Insured advised me the following:

Fire started in his large outer building where he builds light remote aircrafts. He advised me that he does it partly as a hobby and partly as a business. He believes the fire started due to batteries that were charging overheating and catching alight. He managed to extinguish the fire without having to call the fire department."

The service provider made no findings on the use of the building but instead provided a quotation of the damage.

A fact is said to be in dispute when it is alleged by one party and denied by the other and by both with a show of some reason.

In the present matter there was no material dispute of fact. The insurer had not presented any facts to substantiate its version that Mr D was using the outbuilding for business purposes. The insurer sought to place reliance on the alleged distinction between its service providers' versions and that of Mr D. The service providers had not presented their version and, more importantly, had not presented any factual evidence to support the view that Mr D utilised the outbuilding for business purposes. There were therefore no facts presented by the insurer, outside of what was alleged to be Mr D's version, that he built light remote aircrafts partly for business.

As there was no material dispute of fact this office did have the jurisdiction to deal with the complaint.

Business use

On the version of the insurer's internal assessor, as noted in the above quote taken from his report, Mr D used the outbuilding partly for his hobby and partly for business.

The insurer had provided no evidence to indicate that, on a balance of probabilities, the outbuilding was used partly for business. There was no evidence of what the business entailed, whether the remote aircrafts were sold, how the business was carried out and so forth.

The insurer submitted that the equipment used by Mr D in building the remote aircrafts indicated that the building was used for business purposes. No evidence was provided to indicate what equipment would indicate that the use of the building had changed to business use.

As the insurer alleged that there had been a change in the use of the outbuilding, the insurer would bear the onus of proving the change in use, supported by evidence. The insurer had not discharged this onus.

Materiality of the alleged change in the use of the outbuilding to the fire

OSTI listened to the claim's submission recording between Mr D and the insurer's consultant. Mr D advised that the fire "seemed to have originated somewhere around the area where he charges the battery for the drill, camera etc."

The policy excludes liability for loss of or damage to the insured property related to business or profession.

This office requested the insurer to address us on the link between the use of the building for business to the loss.

The insurer, in its response to our office on 20 March 2019, requested that it be allowed to appoint a fire specialist on the matter to assist in determining the cause of the fire.

This office advised the insurer on 20 March 2019 that the insurer's investigation at this late stage would be prejudicial to Mr D, who may well have already removed the debris. In addition, there had been no new evidence provided by Mr D that warranted the insurer's investigation of the claim in March 2019 after it had already rejected the claim. This office advised the insurer that its request to appoint a fire specialist almost 10 months after the loss was unreasonable.

The insurer had not provided any evidence to prove that the alleged change in use of the property to business use was material to the loss. By requesting permission to appoint a fire specialist after the rejection of the claim, the insurer had conceded that it had not established the cause of the fire and consequently that it had not established whether the cause of the fire was linked to the use of the property for business purposes.

As the insurer had relied on a policy exclusion to deny liability, the insurer bore the onus of proving that the exclusion applied. The insurer had not discharged the onus in this regard.

Accordingly this office recommended that the insurer settle the claim in full. The insurer agreed to comply with the recommendation and the claim was settled.

CASE STUDIES

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DISCLOSING MATERIAL INFORMATION AT THE START OF THE POLICY

Ms A was involved in a motor vehicle accident. Her claim was rejected by the insurer on the ground of her failure to disclose a cancellation of a previous policy due to fraud or dishonesty. As a consequence of the non-disclosure, the insurer further voided the policy and tendered a refund of Ms A's premiums.

The insurer learnt, during the validation of a claim by the insured, that in January 2007, a previous insurance policy held by Ms A had been cancelled due to fraud or dishonesty by the previous insurer. This cancellation was based on the previous insurer's investigation into an incident in which Ms A admitted to having wilfully supplied incorrect information relating to items claimed for.

The new policy had been underwritten on information contained in a proposal form, in which the previous cancellation was not disclosed by Ms A.

The insurer's submission was that, had the previous cancellation been disclosed, it would not have accepted the risk. Ms A's argument against the decision was that the proposal form did not specifically require her to disclose this information and that she truthfully answered what was asked of her. She further added that she did not disclose the cancellation because she assumed that, if it was critical enough to the insurer, it would have asked the question in the application form. She also disputed the materiality of the previous cancellation as it related to a different risk.

The Proposal Form

Although the proposal form did not specifically ask of Ms A to disclose previous cancellations, OSTI noted that under the heading 'General Details', the insurer provided that it was dependent on the insured providing true, correct and complete information and that all material information, whether asked or not, had to be disclosed. The proposal form further contained a warranty signed by Ms A that all statements on all pages were true and correct and contained all information known to her affecting the risks under the sections to be insured.

In OSTI's view, the above wording created a clear duty on Ms A to disclose the information relating to the previous cancellation, to which she was privy at the conclusion of the contract. OSTI further found that the information which Ms A withheld related to the acceptability of the entire risk and not only the single risk of a motor vehicle. OSTI found that a reasonable person in Ms A's position would have considered this information to be material and would have disclosed it at the start of the contract, whether the question was specifically asked or not.

The Policy Wording

In addition to the questions contained in the proposal form, the policy wording, which Ms A did not dispute having received, reiterated the responsibility that Ms. A had to disclose any material information which she was reasonably expected to know. The wording further cautioned Ms A that, if any information was incomplete or incorrect at any time during the subsistence of the policy, and the decision to insure the property had been based on this information, that the insurer may cancel the policy and the insured may lose the right to claim.

OSTI took note of Ms A's contentions that the insurer had not satisfied her that it would not have accepted the risk had the cancellation been disclosed. OSTI's view is that an insurer is within its rights to determine the underwriting criteria it will use to decide whether to accept a risk or not.

OSTI upheld the insurer's decision as it found that there was a material non-disclosure by Ms A which entitled the insurer to reject the claim and void the policy. The insurer therefore refunded the premiums paid since the start of cover, less any claims that were paid during the subsistence of the policy.

When taking out insurance, it is always best to disclose all information which an insured is aware of to the insurer and let the insurer decide whether the information should be taken into consideration when underwriting of the policy.

CASE STUDIES

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FAILURE TO TAKE REASONABLE STEPS TO SAFEGUARD A CELL PHONE

Ms K submitted a claim to her insurer following the theft of her insured cell phone.

The insurer rejected the claim on the grounds that Ms K had failed to take reasonable steps to safeguard the mobile device at the time of the loss, which was a condition of cover.

In support of the rejection of the claim, the insurer relied on the following specific exceptions in the policy wording:

"SPECIAL NOTE REGARDING DUE CARE AND PRECAUTION

At all times you must take reasonable steps to safeguard the MOBILE DEVICE from loss, damage or theft."

EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THE POLICY (What you are not covered for)

viii) Loss or damage arising from the MOBILE DEVICE where it is left unattended in a public place, place of recreation, office, mall or social occasion where it is vulnerable for easy removal or damage."

During its assessment of the claim, the insurer listened to a recorded conversation between Ms K and the insurer's claims agent which had taken place when the claim was submitted. Ms K advised that her husband had invited his mechanic for a braai at their holiday home. According to Ms K, the cell phone was left outside on the patio table when they went inside the house to eat. When she again went outside, the cell phone was gone.

The insurer submitted that the device was left unattended. The insurer referred to the definition of "unattended" which means - "not noticed or looked after/not supervised". According to the insurer, based on the description of the event, it was a gathering of people, Ms K, her husband and her husband's mechanic. The insurer submitted further that the braai was a social affair or social gathering. Based on Ms K's description of how she had closed the music app and locked the device leaving it outside before going inside to eat, the insurer concluded that Ms K had created an opportunity for the handset to be removed without much effort as it had been left unsupervised in an open place. The insurer argued that the device had been left outside intentionally exposed, not safeguarded and therefore vulnerable to easy removal.

Ms K asserted that she was not in agreement with the insurer's rejection of the claim. She stated that the cell phone was left on the patio table of a private property, which could hardly be seen as a public place, place of recreation, office or mall. She stated further that the braai was not a social occasion as she was with her family, no friends or other people were present when the loss occurred. According to Ms K, if they were having dinner at a restaurant and she left the phone unattended on the table and it got stolen, then she would have accepted the rejection.

She also stated that she did not see any risk by leaving the cell phone on the table as she would have done the same at her private residence. Ms K concluded that a social event in her opinion would be where there are more than three people present, including friends, family and people that you might not know that had been invited by someone else, not just three people sitting down to have dinner.

The insurer submitted that the insured device had been left exposed on a patio table at a holiday home. Further, that according to Ms K's description of the events, there were other premises close to the house that she was staying in. The insurer argued that Ms K was reckless and grossly negligent by leaving the cell phone out in the open, unattended and visible to the public during a social occasion at her holiday home.

In demonstrating that Ms K had failed to take reasonable steps to safeguard the device from loss, the insurer established that Ms K had left the insured cell phone unattended on the patio table outside the house which was left exposed to by-passers and neighbours surrounding the property.

OSTI's view was that the actions of Ms K, under the circumstances, were reckless and that she was in breach of the policy condition. The insurer's decision to decline liability on the claim was therefore upheld.

CASE STUDIES

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SELECTING THE REPAIRER

Mr M was involved in a motor vehicle accident with a third party vehicle on 2 December 2017. Mr M lodged a claim with the insurer on the same day. He advised the insurer that he could still drive his vehicle and that he would make contact with the insurer once he returned to Johannesburg on 3 December 2017.

The insurer requested Mr M to take his vehicle to a panel beater on the insurer's panel of repairers on 6 December 2017. Mr M advised that he was told that he would be without a vehicle while his vehicle was being repaired and that the repairer did not have any courtesy vehicles to loan him during the repair period. He advised the insurer of this and asked if he could go to another panel beater as he needed a courtesy vehicle.

Mr M advised that on Friday, 8 December 2017, he received a telephone call from a gentleman who identified himself as Lucky from a panel beater. Mr M advised that Lucky told him that he would repair his vehicle on behalf of the insurer and that he had a courtesy vehicle for him to use. Mr M advised that he took his vehicle to the panel beater in the afternoon of that day and he received a courtesy vehicle which he used until the second week of January. Mr M stated further that he was included in emails sent between the insurer and the panel beater and that the initial correspondence was a quote from the panel beater which the insurer needed to authorise. According to Mr M the quoted repairs amounted to R77 000 which the insurer said was too high. The insurer then said that it needed an assessor to go to the panel beater before it could approve the claim.

Mr M further explained that the insurer's assessor went to the panel beater and that a quote in the amount of R65 967 was agreed on. The insurer advised that it would proceed with the claim but that it would pay the agreed amount into Mr M's account and that he would then need to pay the panel beater. According to Mr M, he agreed to this arrangement.

When Mr M went to collect the vehicle on 19 January 2018, he was informed of a difference in price on the parts in the amount of R11 845. Mr M advised that he informed the insurer and that the insurer declined to pay this additional amount. Mr M sought relief from this office arguing that the insurer must pay this difference in respect of the part prices.

The insurer advised that the claim initially fell within Mr M's excess as only the damage that could be seen was quoted for. Mr M denied that the claim fell within the excess and he then took the vehicle to a panel beater. This panel beater was not on the insurer's panel of service providers. After the vehicle was assessed, more internal damage was found. The panel beater sent a report to the insurer.

The insurer advised that it contacted Mr M on 14 December 2017 and advised him that the vehicle needed to be towed from the panel beater as the insurer was finding it difficult to get an assessor out to assess the vehicle. The insurer further informed Mr M that the panel beater was not on its panel of service providers, to which Mr M responded that the panel beater had offered him a courtesy vehicle and he could not be without a vehicle. He advised that, should the insurer remove the vehicle from that panel beater, then he would have to return the courtesy vehicle. The insurer advised Mr M that a senior assessor had examined the quote and believed that his panel beater had inflated its prices. The insurer advised further that, were it to have the vehicle repaired at an insurer-approved panel beater then it would get better rates on the repair.

The insurer made a second call to Mr M on the same day and advised him that it would try to get an assessor to that panel beater to do an assessment as the panel beater is not on their panel and therefore the panel beater would not accept its quote. Mr M was advised that the assessor would do an assessment on the damage using the insurer's rates and that the quote that the assessor provided would then be the amount that the insurer would be prepared to settle the claim on. Mr M agreed to this.

The insurer appointed an assessor to do a re-assessment and compile a new report. After receiving the new assessment report the damage amounted to R65 967.18. Mr M again advised that he wanted to have his vehicle repaired by the panel beater as it had provided him with a courtesy vehicle while his vehicle was being repaired.

CASE STUDIES

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The insurer again explained to Mr M that as the panel beater was not on the insurer's panel of service providers, the insurer would have to offer Mr M a cash payment and that he would have to make arrangements to have the vehicle repaired in his own capacity. The insurer provided Mr M with a disclaimer which contained the offer of settlement, net of the excess deduction. Mr M signed the disclaimer where he agreed, among other things, that all repair work done on the insured vehicle by a repairer of his choice would be done at his own risk and that he would have no further claim against the insurer in respect of such repairs.

In an email dated 19 December 2017, the insurer provided Mr M with the new assessor's quote and the prices that the insurer's service providers would have charged to repair the vehicle. It advised Mr M that if he wanted the vehicle repaired at the panel beater of his choice, that it would then settle the claim in cash and Mr M was advised of the amount of the settlement. He was also advised that he would have to make further arrangements with the panel beater and that if he wanted to proceed on this basis, he should let the insurer know. Mr M accepted the offer in full and final settlement of the claim.

The issue which OSTI had to decide was whether the panel beater was Mr M's service provider, in the alternative, whether the assessor's quote was one which was agreed with the panel beater.

Mr M claimed that he did not have any relationship with the panel beater and that it was the insurer who appointed the panel beater. This was however not substantiated by Mr M. It was, in fact, at the insistence of Mr M that the vehicle was repaired at this particular panel beater so that Mr M could have access to a courtesy vehicle during the repair process.

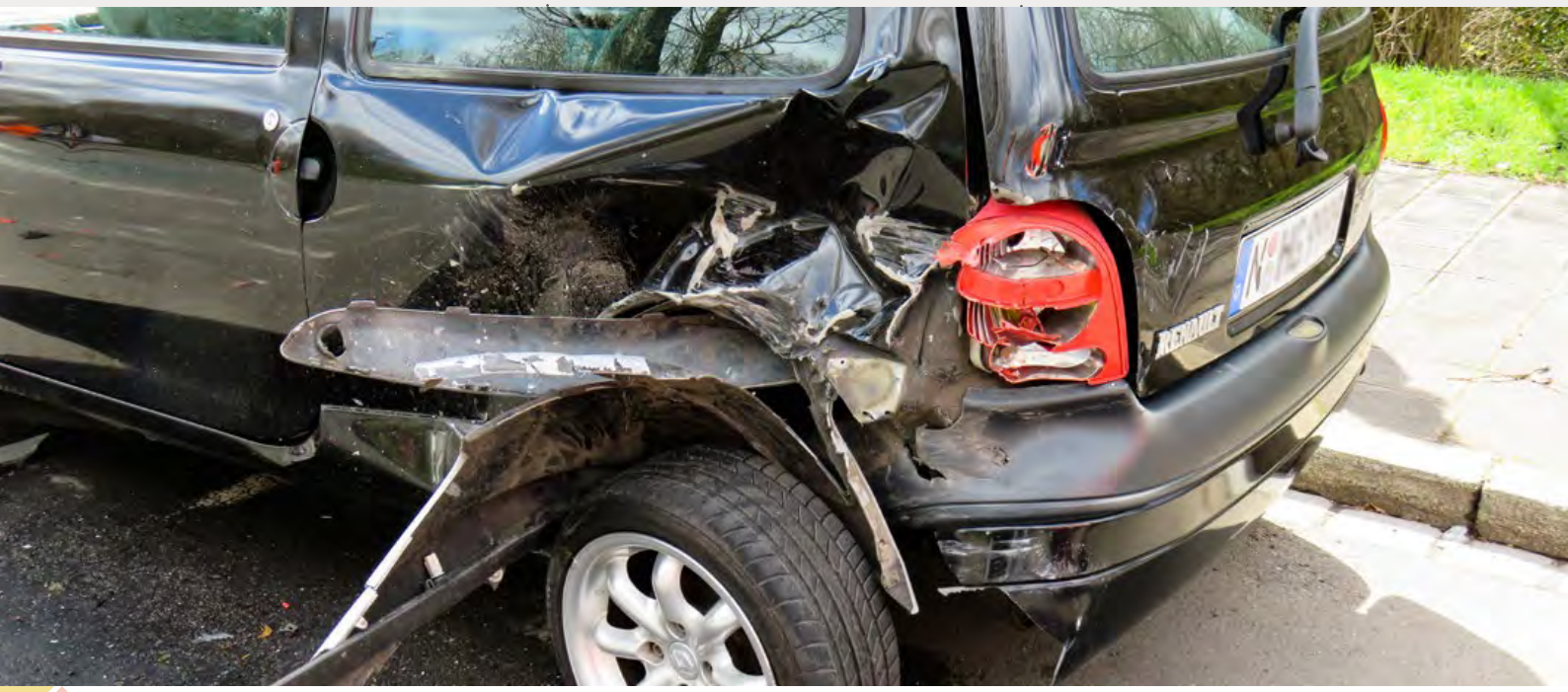
OSTI found that there was no evidence to prove Mr M'S version that the panel beater was instructed and authorised by the insurer.

OSTI noted the email exchange between the panel beater and the insurer and found that this did not prove that the insurer instructed and authorised the panel beater. The insurer advised Mr M that the panel beater was not on the insurer's panel of service providers. Mr M insisted that the vehicle be repaired at that panel beater as it had offered him a courtesy vehicle. It was agreed that Mr M would continue to use that panel beater on the basis that the insurer pay Mr M cash, in full and final settlement and that no further claims could be brought against the insurer in respect of the repairs to the vehicle. The claim was paid based on the insurer's own assessor's quote and not on an agreed quote between the panel beater and the assessor. The email dated 19 December 2017 from the insurer to Mr M confirmed that the insurer advised Mr M that the assessor's quote had been based on its own prices and that he would have to arrange the same prices with the panel beater in his own capacity if he wanted to proceed on the amount offered in cash.

The price difference for which Mr M claimed was based on an increase in the price on parts requested by the panel beater which had already been taken into account when the assessor quoted on the damage. There was no evidence on which OSTI could rely to make a decision in favour of Mr M.

OSTI found that the insurer was justified in its decision to decline liability for the price difference and that there was no basis on which OSTI could ask the insurer to pay any further amount.

OSTI therefore upheld the insurer's stance on the claim.



OSTI CARES

MANDELA DAY

In celebration of Nelson Mandela Day, OSTI visited the Othandweni Family Care Centre in Soweto on 18 July 2019.

Upon arrival, OSTI staff were given a tour of Othandweni and had the privilege of meeting the children and their caregivers. Thereafter, OSTI staff washed windows and swept floors in the spirit of being of service to others.

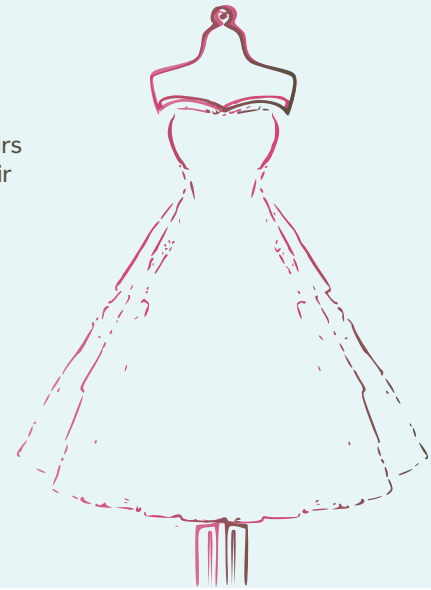
OSTI also handed over a donation to the family centre comprising a Speed Queen 8.2kg tumble dryer, washing pegs, drying racks for clothes, a 52-meter replacement washing line, washing powder, laundry softener, refill bags and nine 1500w heaters.

MATRIC FAREWELL DRESSES

In the spirit of Women's day, OSTI staff donated seven matric farewell dresses and two pairs of formal shoes to girls in foster care, who may otherwise not have been able to attend their matric farewell dances.

"Please pass on my sincere thanks to your staff that have offered the dresses. This will mean so very much to the girls," said Leigh Roos, Fund Developer at the Johannesburg Child Welfare.

We hope the girls enjoyed their dance and look forward to seeing the photos!



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CONSUMER TIPS

1. Make sure that when taking out a motor vehicle insurance policy, you provide correct details about the regular driver or the nominated driver to the insurer. Ensure that you notify the insurer in the event of any change to the regular driver or the nominated driver. The insurer would be entitled to reject a claim if during the validation of the claim it emerges that you misrepresented who the regular driver/ nominated driver is.

2. Ensure that you update your risk address should you move house, or relocate to another city. Insurers determine premiums based on risk and the risk is determined in part by your street address. Should you fail to inform the insurer of a change in the risk address, the insurer could void the policy on the basis of misrepresentation or non-disclosure.

3. Provide the insurer with true and complete information to enable the insurer to correctly assess the risk. An insurance policy is entered into on the basis of good faith and an insurer is entitled to verify the information provided to it at the underwriting of the policy during the validation of a claim.

4. It is important to disclose your full insurance history when taking up a new insurance policy. If you have had a policy cancelled by an insurer on the basis of non-payment of premium, fraud or moral risk or multiple claims, disclose this cancellation to the new insurer.

5. Do not use the insured vehicle for business purposes if this was not declared to your insurer. If you make use of your vehicle for business purposes, then your risk is considered higher than if you use your vehicle for private purposes only and your premium for business use will also be higher. You need to pay the correct premium for the correct use.

6. If you disagree with the insurer's assessment of your claim, you are entitled to appoint your own assessor and to submit your own assessor's report to the insurer for consideration. Remember that you bear the onus of proving that your claim is valid.

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WHAT DOES THE OMBUDSMAN DO?

How we can assist you if you have a complaint against your short-term insurer

MISSION

To resolve short-term insurance complaints fairly, efficiently and impartially.

ABOUT US

We resolve disputes between consumers and short-term insurers:

- as transparently as possible, taking into account our obligations of confidentiality and privacy;
- with minimum formality and technicality;
- in a cooperative, efficient and fair manner.

We are wholly independent and do not answer to insurers, consumer bodies or the Regulator.

WHAT TO DO IF YOU HAVE A COMPLAINT?

Before contacting our office, we would advise you to complain to your insurance company first. It is best to complain in writing. Make sure that you keep copies of all correspondence between you and your insurer.

If you are not happy with your insurer's decision, you can complete our complaint form and send it back to us either by post, fax or email.

You can now also lodge a complaint online, please visit our website and click on "Lodge a Complaint" and follow the easy prompts.

If you would like to lodge a complaint or require assistance, please contact our office by calling

011 726 8900 or 0860 726 890

or download our complaint form via our website at

www.osti.co.za, click on Lodge a Complaint and then follow the prompts.

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We welcome your feedback and/or comments.