An tOmbudsman Seirbhísí Airgeadais agus Pinsean
Financial Services and Pensions Ombudsman

Decision Ref:	2018-0118
Sector:	Insurance
Product / Service:	Life
Conduct(s) complained of:	Results of policy review/failure to notify of policy reviews Delayed or inadequate communication Failure to explain/understand index linking
Outcome:	Rejected

LEGALLY BINDING DECISION OF THE FINANCIAL SERVICES AND PENSIONS OMBUDSMAN

Background

The Complainant incepted a flexible unit-linked whole of life policy with the Company on **1 September 1990** on a single life basis, initially providing her with life cover in the amount of IR £20,000 (€25,394.76) for a quarterly premium of IR £75 (€95.23). This policy was subject to annual indexation and also subject to scheduled policy reviews and remains in force. As and at 13 July 2017, pending the outcome of this adjudication into the complaint at hand, the Company has maintained the monthly premium at €76.85 for life cover in the amount of €61,464.76, however it notes that this position is not sustainable in the longer term.

The Complainant's policy is noted to be a "*long-term financial service*" within the meaning of the ***Financial Services and Pensions Ombudsman Act 2017***. However, ***Section 51*** of the Act, '*Time limits for complaints to Ombudsman*', prescribes that for a complaint relating to a "long-term financial service" to be investigated by the Ombudsman, (in the absence of the Ombudsman taking the view that there are reasonable grounds for requiring a longer period, and that it would be just and equitable to do so) *"the conduct complained of"* must have occurred "*during or after 2002*" (***Section 51(3)(a)***).

As a result, the sale of the policy by the Company to the Complainant in 1990, does not form part of this investigation. The complaint for investigation is the Complainant's grievance that the Company has failed to administer the Complainant's policy in accordance with its terms and conditions.

The Complainant's Case

The Complainant, who is now 70 years of age, incepted a flexible unit-linked whole of life policy with the Company in 1990, some 28 years ago. She states,

> *"I paid this policy (which was index linked) for 25 years. The assured sum was £20,000 in the beginning and my payments were £25 per month. My policy had increased to cover of €58,538 in the 25 years, and my payment increased to €73.91 per month"*.

The Complainant notes that following a policy review in 2015, the Company *"wanted to increase my payment from €73.91 to €109.79 per month* [or] *they would decrease my cover from €58,538 to €41,552"*. In this regard, the Company wrote to the Complainant on 20 July 2015, as follows:

> *"We have carried out a review on your policy to determine*
>
> *(i) what premium is sufficient to maintain the present level of benefits for the next five years and*
> *(ii) what level of benefits can be sustained by your present premium for the next five years.*
>
> *The result of the review indicates that if you wish to maintain your present level of benefit you must increase you premium …*
>
> *The results of the review indicate that you should choose either option (A) or option (B) below.*
>
> *(A) Increase your premium to €109.79 per month with effect from 1 September 2015. This will allow your benefits to continue at their current level for a further 5 years.*
>
> *Or*
>
> *(B) Leave your premium at €73.91 per month and reduce your benefits from 1 September 2015 to…€41,552".*

In her correspondence to the Company dated 24 August 2015, the Complainant states that *"when I took* [the policy] *out, this review was never mentioned or explained to me. If it had been, I would never have taken out such a policy with these conditions"*. Similarly, in correspondence to this office dated 5 September 2017, she submits that *"At no time when I was taking out this policy was this review mentioned to me… these reviews, by an actuary, employed by the Company, defeats the while purpose of a whole of life insurance policy"*.

However, any alleged mis-selling from 1990, does not form part of this investigation, for the reasons outlined above.

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This office can however examine whether the Company, in carrying out the policy review in July 2015 that the Complainant complains of, administered her policy in accordance with its terms and conditions.

In addition, whilst the Complainant acknowledges that she made a number of encashments from her policy over the years, she is also dissatisfied with the value of the policy communicated to her following the 2015 policy review and she would like the Company to provide an explanation as to why the value is low in comparison to the total premiums paid over the years.

In this regard, in her correspondence to this office dated 29 November 2017, the Complainant submits, as follows:

> *"I understood when I requested these encashment that they came from the managed fund which was a saving part and investment of my policy. I understood that this would not affect the life cover. I also believe that the arrears that occurred, at one time, were paid from money that had accumulated in this fund. Apart from this, policy has been paid regularly for 27 years and presently I owe the Company nothing.*
>
> *I agree with the fair index linked increase over the years. It was when the huge increase was looked in 2015 that I complained.*
>
> *This was after a review by the Company of the policy. I was notified about this increase by letter in 2015 when I was 68 years old.*
>
> *This review was never mentioned to me when I began the policy in 1990. This review from within the Company occurred every five years. I was really not aware of it, as the policy never increased over the years, apart from index linking. It was a shock when I got the notification of the increase in 2015.*
>
> *I am also aware now that this review will take place <u>every</u> <u>year</u> when I turn 70 years old, and if this increase is allowed,* [the Company] *could possibly repeat this increase every year and could make it impossible for me to be able to pay it.*
>
> *This is a frightening prospect for me to contemplate"*.

As a result, the Complainant *"would like the Company to leave my policy with the normal index linking. I would also like to know what happened to the money I paid to* [the Company] *all those years. The reason for this increase is obviously because of my age, and* [the Company] *intend to do it again in another five years"*.

The Complainant's complaint is that the Company wrongly administered her policy.

<u>The Provider's Case</u>

Company records indicate that the Complainant incepted a flexible unit-linked whole of life policy with the Company on **1 September 1990** on a single life basis, initially providing her

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with life cover in the amount of IR £20,000 (€25,394.76) for a quarterly premium of IR £75 (€95.23). The policy schedule and conditions issued to the Complainant on 18 September 1990, confirming that the policy was subject to annual indexation and scheduled policy reviews.

In this regard, the Company notes that the life cover is charged for on a monthly basis, the cost of which increases with age. A fund is built up in the early years which helps to subsidise the increasing cost of life cover in the later years, however unless the initial premium is very substantial, the cost of life cover in later years eventually becomes greater than the premiums paid in the early years. The policy conditions therefore provide for a review to be performed by the Company at regular intervals, the purpose of which is to ensure that the premium is sufficient to maintain the life cover benefit until the next review date. The outcome of these policy reviews may result in an increase in premium, if the level of life cover is to be maintained, or a reduction in life cover, if the premium is not increased.

The Company notes that the Complainant's complaint primarily relates to the outcome of a policy review it carried out in July 2015 and the options provided to her thereafter. In addition, the Complainant is displeased with the value of her policy communicated to her following this policy review and she would like the Company to provide an explanation as to why the value is low in comparison to the total premiums paid over the years. In order to do so, the Company must set out the policy history.

Company records confirm that up to 13 July 2017 the Complainant had paid €14,733.21 in premiums since her policy commenced on 1 September 1990. However, the Complainant has taken €5,600 in part surrenders from her policy, which excludes additional part surrenders of €1,794.48 taken to fund arrears on the policy at certain times. In addition, the payment of premiums by the Complainant has been irregular over the years and in some instances over twelve months elapsed between premium payments. The combination of part surrenders from the policy, together with extended periods of non-payment greatly contributed to the reduction in the fund value over the years and the necessity to increase monthly premiums following the 2015 review.

The Complainant paid the quarterly premiums from the date the policy commenced on 1 September 1990 through to December 1993, at which time she ceased payment. The policy remained in force for one year, during which time the cost of providing the life cover was met by the accrued fund value, in accordance with the policy conditions. The policy became paid-up with effect from 1 December 1994 and had a value of IR £442.60 (€562.10) at that time. The Complainant contacted the Company in February 1995 with a view to reviving her policy and recommencing premium payments from that time. The Company agreed to revive the policy subject to payment of the quarterly premium due from 1 December 1994 and the completion of a Declaration of Health. The Complainant completed and returned the Declaration of Health to the Company and paid the quarterly premium that was due from 1 December 1994. She did not, however, pay the subsequent quarterly premium due on 1 March 1995 or indeed any subsequent premium due until late 1996, by which time her policy had again become paid-up.

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The Complainant contacted the Company on 16 August 1996 with a view to reviving her policy and she was informed that the arrears due at the time were IR £496.14 (€629.97). The Complainant indicated that she was unable to pay the total arrears and the Company agreed, in the circumstances, to allow her to spread the repayment of these arrears over the following five quarters.

The first scheduled policy review took place in **July 2000**, in accordance with the policy conditions. The Company wrote to the Complainant on 12 July 2000 to advise that the then quarterly premium of IR £95.72 (€121.54) was at that time sufficient to maintain the life cover of IR £25,526 (€32,411.33) until the next scheduled policy review in 2005 and the value of the policy was confirmed to be IR £2,960 (€3,758.42).
Arrears once again accrued on the policy between June 2000 and October 2001 due to the non-payment of premiums. The Complainant wrote to the Company on 31 October 2001 to request a part surrender from the policy to clear the arrears, which then stood at IR £546.96 (€694.50). This part surrender was processed on 2 November 2001 and the arrears were cleared, leaving a policy value of IR £2,944.21 (€3,738.38) as at 1 June 2000.

Though the next quarterly premium following this part surrender was due on 1 December 2001, the Complainant did not pay this until 2 February 2002. After this, she did not pay quarterly premiums between 1 March 2002 and 1 March 2003, at which time the policy once again became paid-up. A further twelve months elapsed before the Complainant sought to revive the policy in March 2004, at which time the arrears stood at €1,099.98. The Complainant again requested a part surrender from the policy to clear the arrears and this was processed on 9 March 2004 and the arrears cleared, leaving a policy value of €3,469.93. The Complainant changed the premium frequency from quarterly to monthly at this time.

The second scheduled policy review took place in July 2005, in accordance with the policy conditions. The Company wrote to the Complainant on 25 July 2005 to advise that the then monthly premium of €44.92 was sufficient to maintain the life cover benefit of €35,937 until the next review in 2010 and the value of the policy was confirmed to be €4,262 as at 8 July 2005.

The Complainant submitted a further part surrender request on 5 September 2006 in the sum of €4,000 and this was processed and the sum of €4,000 was paid to the Complainant, leaving a then policy value of €1,066.68. The Complainant submitted a further part surrender request on 7 April 2010 in the sum of €1,600 and this was processed and the sum of €1,600 was paid to the Complainant, leaving a then policy value of €229.29.

The Company wrote to the Complainant on **29 April 2010** to advise that as a result of the part surrender it would be necessary to reduce the then life cover benefit from €43,681.86 to €36,287.37, this reflecting the level of cover that could be sustained until the next policy review date by the then premium being paid and the policy value. The Complainant was dissatisfied with the reduction in life cover and following a review of the matter, and notwithstanding that it had no obligation to do so, the Company agreed to allow life cover benefit of €43,681.86 until the next review date.

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The Company confirmed this decision to the Complainant by way of correspondence dated 10 June 2010, wherein it also advised that the next scheduled policy review was September 2010, at which time it was estimated that a minimum monthly premium of €56.58 would be required to maintain the life cover benefit until the next policy review in September 2015. This letter further advised the Complainant that following the 2015 policy review, it was estimated that the monthly premium would need to increase to €119.61 to sustain the life cover until the 2020 review.

The third scheduled policy review took place in **September 2010**, in accordance with the policy conditions. The Company wrote to the Complainant to advise that the then monthly premium of €57.34 was sufficient to maintain the life cover benefit of €45,886 until the next review in 2015 and the value of the policy was confirmed to be €135 as at 24 June 2010.

The next and most recent policy review took place in **July 2015**. As had been communicated to her by way of correspondence dated 10 June 2010 as likely to be the case, the Complainant was advised that the then monthly premium of €73.91 was insufficient to maintain the life cover benefit of €58,538 for a further five years and that it would be necessary to either increase the premium to €109.79 in order to maintain the level of life cover benefit until 2020 or decease the level of life cover to €41,552 if she wished to maintain the premium at €73.91. In addition, the value of the policy was confirmed to be €712 as at 25 June 2015. While the policy conditions do provide for reviews to be carried out annually once a policyholder reaches the age of 70, as the Complainant was to be in December 2017, the options provided to her following the 2015 review indicated that the next review would not take place until September 2020.

The Complainant wrote to the Company on 24 August 2015 to express her dissatisfaction with the outcome of the policy review. The Company investigated this matter and responded on 11 September 2015 wherein it provided the Complainant with three additional options to those previously provided in the 2015 policy review letter. The Complainant was not satisfied with these additional options.

The Complainant states that she was unaware that the policy was subject to periodic reviews. However, the Company is satisfied that the policy terms and conditions, which were issued to the Complainant on 18 September 1990, provides for periodic reviews and that these reviews have been carried out over the years as scheduled and in accordance with the policy conditions. In this regard, the Company notes that the policy review process is clearly separate from the indexation feature.

The Company respectfully submits that the recommended premium increase of €35 a month to sustain the life cover benefit to 2020 was not unreasonable, taking into account the amount of part surrenders taken from the policy over the years (€7,394.48) and the paid-up periods. In addition, the Company notes that statements were provided to the Complainant annually since 2013, which reflected the policy value at the time of each statement. Furthermore, the Company notified the Complainant by way of correspondence dated 10 June 2010 of the anticipated increase in premium following the 2015 policy review, if the level of life cover benefit was to be maintained.

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In light of all circumstances, the Company is of the view that it has been very fair to the Complainant over the years and it submits that the Complainant at no time contacted the Company with a view to exploring any alternative options open to her; correspondence to her over the years invited the Complainant to contact the Company if she had any questions in relation to her policy. Furthermore, if the Complainant so wishes, the Company would be happy to arrange for her to meet with a Financial Advisor to discuss any options that are open to her at this time.

The Company trusts that the information it has presented here reflects the fact that it has facilitated the Complainant on numerous occasions and that it has been more than flexible in its dealings with her to ensure that she maintained her policy, as is evident she wished to do over the years. The Company also trusts that it is clear from the information presented here how the value of the policy fund eroded, which was largely due to the part surrenders taken by the Complainant and the periods of non-payment of premiums during which the fund was used to cover the cost of life cover.

The Company confirms that the Complainant's policy remains in force and that pending the outcome of this adjudication into the complaint, and as a gesture of goodwill to the Complainant, the Company has maintained the premium and life cover benefit at the pre-2015 review levels, adjusted only to take into account annual indexation. The Complainant was therefore, as and at 13 July 2017, paying a monthly premium of €76.85 for life cover benefit of €61,464.76, however the Company notes that this position is not sustainable in the longer term.

Decision

During the investigation of this complaint by this Office, the Provider was requested to supply its written response to the complaint and to supply all relevant documents and information. The Provider responded in writing to the complaint and supplied a number of items in evidence. The Complainant was given the opportunity to see the Provider's response and the evidence supplied by the Provider. A full exchange of documentation and evidence took place between the parties.

In arriving at my Legally Binding Decision I have carefully considered the evidence and submissions put forward by the parties to the complaint.

Having reviewed and considered the submissions made by the parties to this complaint, I am satisfied that the submissions and evidence furnished did not disclose a conflict of fact such as would require the holding of an Oral Hearing to resolve any such conflict. I am also satisfied that the submissions and evidence furnished were sufficient to enable a Legally Binding Decision to be made in this complaint without the necessity for holding an Oral Hearing.

A Preliminary Decision was issued to the parties on 14 August 2018, outlining the preliminary determination of this office in relation to the complaint. The parties were advised on that date, that certain limited submissions could then be made within a period of 15 working days, and in the absence of such submissions from either or both of the parties, within that

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period, a Legally Binding Decision would be issued to the parties, on the same terms as the Preliminary Decision, in order to conclude the matter.

In the absence of additional submissions from the parties, the final determination of this office is set out below.

The Complainant incepted a flexible unit-linked whole of life policy with the Company on 1 September 1990 on a single life basis, initially providing her with life cover in the amount of IR £20,000 (€25,394.76) for a quarterly premium of IR £75 (€95.23). This policy was subject to annual indexation and scheduled policy reviews and remains in force.

Following its policy review in July 2015, the Company advised the Complainant that the then monthly premium of €73.91 was insufficient to maintain the life cover benefit of €58,538 for a further five years and that it would be necessary to either increase the premium to €109.79 in order to maintain the level of life cover benefit until 2020 or decease the level of life cover to €41,552 if she wished to maintain the premium at €73.91. In addition, the Company confirmed the value of the policy fund to be €712 as at 25 June 2015.

In this regard, in her correspondence to this office dated 29 November 2017, the Complainant submits, as follows:

> *"It was when the huge increase was looked in 2015 that I complained.*
>
> *This was after a review by the Company of the policy. I was notified about this increase by letter in 2015 when I was 68 years old.*
>
> *This review was never mentioned to me when I began the policy in 1990. This review from within the Company occurred every five years. I was really not aware of it, as the policy never increased over the years, apart from index linking. It was a shock when I got the notification of the increase in 2015"*.

In addition to her complaint regarding the policy review in July 2015, whilst the Complainant acknowledges that she made a number of encashments from her policy over the years, she is dissatisfied with the value of the policy communicated to her in July 2015 and questions why this value is low in comparison to the total premiums paid over the years and would *"like to know what happened to the money I paid to* [the Company] *all those years"*.

The Complainant's complaint is that the Company wrongly administered her policy.

With regard to the first element of the Complainant's complaint regarding the review of her policy conducted by the Company in July 2015, I note that the Company wrote to the Complainant on 20 July 2015, as follows:

> *"We have carried out a review on your policy to determine*
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> *(iii) what premium is sufficient to maintain the present level of benefits for the next five years and*

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(iv) what level of benefits can be sustained by your present premium for the next five years.

The result of the review indicate that if you wish to maintain your present level of benefit you must increase you premium …

The results of the review indicate that you should choose either option (A) or option (B) below.

(C) Increase your premium to €109.79 per month with effect from 1 September 2015. This will allow your benefits to continue t their current level for a further 5 years.

Or

(D) Leave your premium at €73.91 per month and reduce your benefits from 1 September 2015 to…€41,552".

I note from the documentary evidence before me that the Complainant was issued with her policy schedule and conditions on 18 September 1990.

In this regard, Section 10, 'Policy Review', of the Policy Conditions booklet, provides at pg. 6, as follows:

""Policy Review Date" means the tenth Policy Anniversary, each succeeding fifth Policy Anniversary up to the attainment of age 70 years by any Life Assured, each Policy Anniversary thereafter, the date of each Part Encashment, the date of suspension or increase/decrease of Premium and the date of exercise of the options provided by Conditions 5.1. [Premium Options – Increase or Decrease]*, 20* [Optional Revision of Sum Assured]*, 21* [Options on Marriage]*, 22* [Option to Increase Sum Assured on the Birth/Adoption of a Child] *and 23* [Option to Include Another Life Assured].

If the Sum Assured on a Policy Review Date exceeds such amount as the Actuary considers appropriate the Sum Assured shall be reduced to such amount as the Actuary considers appropriate or, at the Actuary's sole discretion and at the request of the legal owner of the Policy, the Premium may be increased on such date to such amount as the Actuary shall decide. Additionally on each Policy Review Date each Deferment Period, if any, then current shall be reviewed and may be increased or decreased as the Actuary at his sole discretion shall decide".

I am satisfied that the terms and conditions of the Complainant's policy provides that the Company may conduct a policy review after its first ten years, then every five years thereafter until she reaches the age of 70, after which it is then to be reviewed annually. As the Complainant incepted her policy is 1990, I am satisfied that the terms and conditions of her policy allowed for the Company to conduct a policy review in 2000, 2005, 2010 and 2015.

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In this regard, I note from the documentary evidence before me that the Company wrote to the Complainant on 12 July 2000 to advise, as follows:

> *"We have carried out a policy review on your policy to determine if the current premium is sufficient to maintain the current level of life cover for the next five years. We are pleased to inform you that this is the case. Your policy will be reviewed again in five years".*

I also note that the Company wrote to the Complainant on 25 July 2005, as follows:

> *"We have carried out a policy review to determine if the current premium is sufficient to maintain the current level of life cover for the next five years. We are pleased to inform you that this is the case. Your policy will be reviewed again in five years".*

In addition, the Company wrote to the Complainant on 10 June 2010, as follows:

> *"Please note, your policy will be subject to a contractual review in September this year. We estimate a minimum premium of €56.58 per month will be required to sustain the cover from 1 September 2010 to the review in 2015.*
>
> *At the review in 2015, we estimate a minimum premium of €119.61 per month will be required from 1 September 2015 to sustain your cover for a further 5 years to the review in 2020".*

Furthermore, the Company wrote to the Complainant on 20 July 2015, as follows:

> *"We have carried out a review on your policy to determine*
>
> *(v) what premium is sufficient to maintain the present level of benefits for the next five years and*
> *(vi) what level of benefits can be sustained by your present premium for the next five years.*
>
> *The result of the review indicate that if you wish to maintain your present level of benefit you must increase you premium …*
>
> *The results of the review indicate that you should choose either option (A) or option (B) below.*
>
> *(E) Increase your premium to €109.79 per month with effect from 1 September 2015. This will allow your benefits to continue t their current level for a further 5 years.*
> *Or*
>
> *(F) Leave your premium at €73.91 per month and reduce your benefits from 1 September 2015 to…€41,552".*

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I am thus satisfied that the Company notified the Complainant in writing of the outcome of each of the reviews it carried out on her policy. In addition, in its correspondence dated 10 June 2010 regarding the 2010 policy review, I note that the Company provided the Complainant with advance notice that *"At the review in 2015, we estimate a minimum premium of €119.61 per month will be required from 1 September 2015 to sustain your cover for a further 5 years to the review in 2020".*

The Complainant's policy is a unit-linked whole of life protection plan, providing life cover payable in the event of death. A flexible whole of life policy, such as the Complainant's policy, provides high levels of cover for a relatively low premium in the early years and also has the potential to provide life cover on a whole of life basis as long as the appropriate premiums are paid. With policies of this nature, the cost of providing the life cover increases according to the age of the policyholder and this cost depends on a number of factors, including age and current mortality rates. As a person grows older, the cost of providing life cover increases as the age-related risk to the insured is greater.

A positive policy value may be built up in the earlier years when the cost of the life cover is less than the premiums, but where the cost of life cover in later years becomes higher than the premium amount, the fund subsidies this difference. In due course, the fund is exhausted, resulting in the need for a policy review, which recommends either an increase in premium or a reduction in life cover.

Policy reviews are an integral part of a unit-linked whole of life policy. The purpose of these reviews is to assess whether the value of the policy and the on-going premium payments will be sufficient to sustain the cost of life cover until the next review date. The premium calculation takes into account, *inter alia*, the level of life cover and the age of the life assured, hence it may be necessary for the policyholder to make an additional provision for cover by way of an increased premium. In carrying out its review, the Company calculates the maximum life cover that it is willing to provide under the policy until the next review date and, if the cost of life cover exceeds the current premium level being paid, the level of such cover will need to be reduced. Alternatively, the policyholder may choose to maintain the life cover by increasing the level of the premium to be paid. The setting of a premium appropriate to the risk, following a policy review is however, the prerogative of the appointed actuary and it is not appropriate for this office to modify it.

Accordingly, I am satisfied that in carrying out the policy review in July 2015 that the Complainant complains of, and indeed the previous policy reviews it conducted in 2000, 2005 and 2010, the Company did so in accordance with the terms and conditions of the Complainant's policy.

In addition, I note that the Complainant is also dissatisfied with the value of the policy communicated to her in July 2015, that is, €712 as at 25 June 2015, and she questions why this value is low in comparison to the total premiums paid over the years and would *"like to know what happened to the money I paid to* [the Company] *all those years"*. The Company confirms that up to 13 July 2017 the Complainant had paid a total of €14,733.21 in premiums since her policy commenced on 1 September 1990.

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I note that the Company has provided a very helpful history of the Complainant's policy, which is set out above, detailing that over the life of her policy up to July 2017, the Complainant had taken €7,394.48 in part surrenders from her policy (which included part surrenders of €1,794.48 taken to fund arrears on the policy at certain times). At that time this represented half (50.2%) of all premiums paid into the policy. I also note that the payment of premiums by the Complainant has been irregular over the years and in some instances over twelve months had elapsed between premium payments. In this regard, I accept the Company's position that the combination of part surrenders from the policy, together with extended periods of non-payment greatly contributed to the reduction in the fund value over the years. I also accept that the Company has been very reasonable in its dealings with the Complainant over the years; this is borne out in my opinion, by the information made available for the purpose of this investigation.

The inevitable increase in the premium, as the Complainant continues to age, is unwelcome, but the policy offers the Complainant continuing cover without specific medical loading, as long as the Complainant continues to maintain her premium payments. The Complainant is correct that the premium is likely to increase at each policy review, which will now be yearly given that she had turned 70. She may therefore wish to explore other options e.g. a term assurance limited to a specific period of time. It would however, be preferable for the Complainant in my opinion to ensure that the policy continues to be in place, until such time as she either puts an alternative policy into place or decides that she no longer requires the policy in any event.

Accordingly, in light of the foregoing, I am satisfied that the Company administered the Complainant's policy in accordance with its terms and conditions and there is no reasonable basis upon which the complaint can be upheld.

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Conclusion

My Decision pursuant to ***Section 60(1)*** of the ***Financial Services and Pensions Ombudsman Act 2017***, is that this complaint is rejected.

The above Decision is legally binding on the parties, subject only to an appeal to the High Court not later than 35 days after the date of notification of this Decision.

MARYROSE MCGOVERN
DIRECTOR OF INVESTIGATION, ADJUDICATION AND LEGAL SERVICES

5 September 2018

Pursuant to *Section 62* of the *Financial Services and Pensions Ombudsman Act 2017*, the Financial Services and Pensions Ombudsman will publish legally binding decisions in relation to complaints concerning financial service providers in such a manner that—

(a) ensures that—

(i) a complainant shall not be identified by name, address or otherwise,

(ii) a provider shall not be identified by name or address,

and

(b) ensures compliance with the Data Protection Regulation and the Data Protection Act 2018.