An tOmbudsman Seirbhísí Airgeadais agus Pinsean
Financial Services and Pensions Ombudsman

Decision Ref:	2018-0175
Sector:	Insurance
Product / Service:	Car
Conduct(s) complained of:	Rejection of claim Claim handling delays or issues
Outcome:	Partially upheld

LEGALLY BINDING DECISION OF THE FINANCIAL SERVICES AND PENSIONS OMBUDSMAN

Background

The Complainant holds a motor insurance policy with the Company.

The Complainant's Case

The Complainant overfilled the engine of his car with oil on 20 June 2016. His Broker notified the Company of this on 22 June 2016. The Complainant notes that the Company appointed Engineer then dismantled the engine to examine it further and determined that there had been excessive overheating in the engine consistent with the lack of lubrication insofar that there was scorching on the engine bearings, indicating low oil pressure or lack of lubrication. As a result, the Company concluded that the engine had been damaged prior to the overfill due to it having been run without sufficient oil in it and it initially declined the Complainant's claim. However, following receipt of reports from two different Engineers appointed by the Complainant which indicated that the Company appointed Engineer has been erroneous insofar that there was no evidence indicating that the engine had been damaged prior to the overfill due to it having been run without sufficient oil and that the damage was instead consistent with the engine having been overfilled with oil, the Company offered the Complainant *"a limited settlement"* in respect of his claim.

In this regard, the Complainant sets out his complaint, as follows:

> *"On the 20th June, 2016 my car engine suffered damage following an overfill of engine oil. On the 29th June 2016 my car's engine was disassembled by* [a Company Engineer]. *The car was then abandoned in its disassembled state by* [the Company]

and I was informed on the 27th July that I had no valid claim…All the losses and costs that I suffered are fully the responsibility of the Company as they arose from a seriously inaccurate [Company] *Report…*

It has taken two subsequent expert engineer reports to prove [there] *was no basis for the original* [Company] *Engineers Report and it was totally erroneous. The* [Company] *Report stated that my car engine had 'pre-existing damage' and both subsequent expert engineers' reports confirmed this was totally false. It has taken me six months with a huge investment of personal time requiring over 60 emails and numerous telephone calls to force* [the Company] *to make a limited settlement with me…*[The Company] *are refusing to compensate me for my costs/losses in a number of areas. They are directly responsible for these losses as it was their Engineer who submitted the original erroneous Report that was kept secret from me and used by them for over six months to refuse my claim at huge personal stress and financial loss for my family.* [The Company] *need to explain why they did not release their* [Engineer's] *report to me and at a minimum why did they not show me photographic evidence of the underlying damage to my car's engine? As it had been proved that* [there] *was no underlying damage (undeniable photographic evidence to prove no damage and testimony from two expert engineers) it raises the question was I the subject of an attempted fraud of just incompetence?"*

In addition, in his later email to this Office dated 3 November 2017, the Complainant submits that *"all of this means that* [the Company] *dismantled my car's engine when they knew it could have been made serviceable again at a relatively low cost".*

The Complainant now seeks the following:

"1. Insurance Claim: I require confirmation from [the Company] *that this matter is not being considered an insurance claim and registered against my policy. My car's engine was described as having underlying damage by* [the Company]*. If this had not been erroneously stated by* [the Company] *and if my engine had been reassembled by their engineer I would not have had found myself forced to make a claim. I cannot be deemed to have claimed from my insurance when my car engine was in perfect condition before the chain of events instigated by the erroneous* [Company] *Engineer's report on my car.*

2. I wish to be compensated for the following costs arising directly from the erroneous [Company] *Engineer's Report:*

a) *Financial impact of losing my car: Last June because of a seriously erroneous* [Company] *Engineer's Report I lost the use of my car and was forced to borrow money to replace my car. As a direct consequence a family holiday abroad had to be curtailed to five nights rather than three weeks as had previously been booked. This was very distressing for my wife and children…This cancellation was unavoidable as we simply could no longer afford the cost of a three week holiday…we managed to recover*

/Cont'd…

the payment for the unused accommodation in Sweden. Rearranged flights = €337. Family distress = Financial Ombudsman to determine.

b) *Compensation for loss of car: I am advised the industry norm is €35 per day for loss of use of my car (7 seater)…*[The Company] *previously advised my Insurance Broker that I had no entitlement to car hire because of the nature of my claim.*

This statement was in conflict with my entitlements under my insurance policy. In any event, as has since been established that total responsibility for this matter rests with [the Company] *from the time of the erroneous car examination/Report and this matter must be addressed in line with the normal industry rate. Loss of use of car (20th June) – 182 days @ €35 per day = €6,370.*

c) *Compensation for time: I have been obliged to invest a considerable amount of time and effort since last June in bringing this matter to a conclusion. The time I had to necessarily expend on this claim arose from* [the Company]*'s actions and I bear no fault in the matter and I require to be compensated appropriately. Conservatively, the time expended by me included the following:*

- Arranging and overseeing towing of car and negotiating release of car from Kilkenny Garage (which had not been paid by [the Company]*) – 1 working day*

- Arrangements for and overseeing inspection of engine in Dublin – 1 working day

- Writing and responding to over sixty emails (average 1 hour per email) related to the claim – 7.5 working days

- On-going phone calls and consultations with [the Company]*, Engineer etc – 2 working days*

This brings the minimum time invested by me in this claim as 11.5 days. My current daily rate is €407. Compensation for Loss of Time €407 x 11.5 = €4,680

I am happy for the financial ombudsman to determine the level of compensation I should receive in respect of my treatment by [the Company] *and the associated stress for me and my family over this six month period"*.

In addition, in his later email to this Office dated 3 November 2017, the Complainant increased the amount of compensation he is seeking for his time, as follows:

/Cont'd…

"Reading of material supplied by Ombudsman and preparation of this response – 2 working days.

This brings the minimum time invested by me in this claim as 13.5 days. My current daily rate is €407. Compensation for Loss of Time = €407 x 13.5 = €5,495".

The Complainant's complaint is, in essence, that the Company wrongly assessed his claim.

The Provider's Case

The Complainant holds a motor insurance policy with the Company and this complaint relates to a claim that he made and for which there has been a total Company outlay of €15,954.74 to date in respect of.

The Company notes that the Complainant considers it responsible for his losses, costs, time and stress as a result of the investigation required in assessing his claim. The Complainant also makes reference to the A.I. Engineer report not having been made available to him and questions if he was the subject of an attempted fraud or just incompetence.

Company records indicate that the Complainant's Broker notified the Company of a claim on 22 June 2016. The Broker advised during this telephone call that the Complainant had "*put petrol into his diesel vehicle and had then taken the vehicle to a garage and that a new engine was required. At this point the Company could not confirm cover, however it did arrange for the Complainant's vehicle to be inspected*". In this regard, it was not a Company in-house engineer who inspected the Complainant's vehicle, rather it was an engineer from A.I., a specialist firm that is fully independent of the Company. The Company, as a motor insurer, is obliged to reasonably investigate, verify and validate a claim made under a policy and is entitled to rely on independent expert advice as part of that process.

The A.I. Engineer conducted a superficial visual inspection of the Complainant's vehicle on 29 June 2016. At the time of this inspection, the vehicle was already in a partially dismantled state whereby its exhaust manifold and turbo charge assemblies had been removed. The A.I. Engineer was advised at this time that the Complainant had overfilled the engine with oil by 4 litres, as opposed to his having put wrong fuel into the tank. The oil had been removed and disposed of before this inspection took place and so its condition could not be confirmed.

The Company spoke with the A.I. Engineer on 1 July 2016 and he advised that the Complainant's vehicle would need full engine dismantling and turbo charger testing in order to establish the full extent, the exact nature and the causation of the damage. The Company agreed to this and appointed T.I., a fully independent specialist in turbo charger testing, to investigate further. The Company states that it is satisfied that the Complainant was also informed of this decision. In addition, the Company previously advised the Broker by telephone a few days earlier on 1 July 2016 that car hire was not covered due to the incident circumstances.

/Cont'd…

The Company received the A.I. Engineer report on 20 July 2016. The opinion of the A.I. Engineer was that there had been excessive overheating in the engine consistent with the lack of lubrication insofar that there was scorching on the engine bearings which would indicate low oil pressure or lack of lubrication. In addition to reviewing the findings from T.I., the conclusion was that it confirmed that the vehicle's turbocharge had failed due to oil starvation. The A.I. Engineer opinion was that in the event of the Complainant's vehicle's oil reaching critical level, the engine warning light may have illuminated. The Complainant verified that this light did come on that Sunday evening and this was the reason he filled the vehicle with oil. The A.I. Engineer was of the view that the damage recorded to the vehicle and turbo charger assembly was consistent with the lack of lubrication and had occurred prior to the Complainant replenishing the engine oil.

The Company notes that this type of event would not be covered under section 1, 'Loss of or damage to the car', of the applicable Policy Booklet at pg. 13, as follows:

> ***"Exclusions to section 1***
> ***We will not pay for:***
>
> *1 loss in value, wear and tear, mechanical, electrical or electronic breakdown"*

For this reason, the Company position, based on the findings presented in the independent A.I. Engineer report, was communicated to the Complainant's Broker by telephone on 20 July 2016. In addition, the Company wrote to the Broker on 21 July 2016 reserving its rights based on the findings from the A.I. Engineer and from T.I., as it considered that the loss was not covered.

The Company spoke with the Complainant on 22 July 2016, who explained the circumstances of the overfill and advised that he had always looked after his vehicle and that it had been serviced as recently as December 2015. The Company advised that it would refer this information back to the A.I. Engineer for his consideration.

The Complainant next telephoned the Company on 25 July 2016 to advise that he disagreed with its decision to decline his claim. The Company informed the Complainant that it was satisfied with the findings of the A.I. Engineer and the claim was declined. The Company states that to be fair and reasonable, it afforded the Complainant the opportunity of appointing his own Engineer during the course of this telephone call, however it did not receive this Report until 5 September 2016.

The Complainant telephoned the Company on 10 August 2016 regarding a Data Access Request that he had posted on 29 July 2016. The main purpose of this request was to obtain a copy of the A.I. Engineer report relied upon by the Company. During the claims process, the Company did not provide the technical details of this report to the Complainant as it considers this to be professional opinion and that it is not obliged to provide same. The Complainant did receive a copy of his file, however parts of the file were redacted. This practice is well established with the Data Protection Commissioner and the Company did

/Cont'd…

advise the Complainant that if he was not satisfied with its decision on this matter that he could refer it onwards to the Data Protection Commissioner.

The Company's Claims Adjuster met with the Complainant on 19 August 2016 for the purpose of the Complainant providing a written statement on the circumstances of the incident, in an effort to resolve the matter.

The Company next received the report from the Complainant's Engineer, Mr N.M. by email on 5 September 2016, which conflicted with the reports the Company had obtained from the A.I. Engineer and from T.I.. The Company notes that the A.I. Engineer then spoke with the Complainant's Engineer, Mr N.M. but both Engineers could not reach a resolution. The A.I. Engineer felt that Mr N.M. was vague in his answers and he advised the Company that he was satisfied to stand over his original report.

The Company spoke with the Complainant on 19 September 2016 and put to him a proposal to appoint a third engineer whose conclusions it would be bound by and it provided a list of four independent engineers asking that he select one of these. The Complainant later advised the Company by email on 14 October 2016 that he did not want to select an engineer from the list of four provided and instead suggested that the Company appoint D & A, who were not on the list. The Complainant also raised his concerns in this email about the A.I. Engineer dismantling his vehicle without the Company telling him that it would then remain in that dismantled state and for the Company not sharing the A.I. Engineer report with him.

On 18 October 2016 the Company followed up with the A.I. Engineer and suggested that he review every individual aspect of the Complainant's Engineer's report from Mr N.M..

The Company agreed on 19 October 2016 to allow D & A to carry out an inspection and it supplied the A.I. Engineer report and the Complainant's Engineer report from Mr N.M. to D & A. The Complainant requested that his Engineer, Mr N.M. be present at the time of the inspection and the Company agreed to this. A formal complaint was also logged at this time.

The Company's Claims Executive spoke to the Complainant on 20 October 2016 and discussed the case in detail. The Claims Executive did state that the Company had reservations appointing D & A as they were not on the list it provided, however it agreed to proceed with this inspection, which took place on 24 October 2016.

The Company submits that in hindsight it should have allowed for the A.I. Engineer to be present at the time of this inspection. This would have allowed for the A.I. Engineer to explain why he reached the conclusions that he had reached. The Company also omitted to send the T.I. turbo failure analysis report to D & A, which would have also demonstrated and backed up the A.I. Engineer report that led to the declinature of the Complainant's claim. In general, Company practice would be to have its own in-house Engineer to review the reports, however this was done after the inspection was completed by D & A and, at that stage, it was too late and this is something that the Company acknowledges that it will have to bear the cost of.

/Cont'd…

The Company states that it at all times, in good faith, appoints an engineer to carry out an inspection and report its findings. In this regard, there will be times where professional opinion will differ from one professional to another. The Company endeavours to be fair where professional opinion conflicts. In this instance, the Company considers that it was very fair and reasonable to not only allow the Complainant appoint his own Engineer, Mr N.M., but also that it was very fair and reasonable that it allowed the Complainant to appoint the third Engineer, D & A, even though the Company was not happy with this decision as this Engineer was not on the list of four independent engineers that it had previously provided to the Complainant.

The Company received the report from D & A on 10 November 2016, which conflicted with the reports of the A.I. Engineer and T.I.. This report was subsequently emailed to the Complainant on 14 November 2016 and he responded the following day seeking the Company's proposal in writing to settle his claim. The Company wrote to the Complainant on 16 November 2016 advising that it was prepared to accept the findings of the third Engineer, D & A, as promised and apologised for the delay in resolving the issues raised.

The Company also advised the Complainant in this correspondence that it would put together a claims settlement offer for him to consider and that this could take up to 10 working days. In addition, the Company also asked A.I. to put a pre-accident value and a salvage amount on the Complainant's vehicle.

After its investigation into this claim and the ensuing dispute was fully completed, the Company put forward its proposal to the Complainant on 1 December 2016. This letter detailed the timelines of the claim and outlined the Company's offer in respect of storage, car hire, pre-accident value and compensation in the amount of €1,000. The Complainant emailed the Company on 9 December 2016 detailing his acceptance of some of the offer and rejecting other parts of it. The Complainant provided details of what his expectations were in relation to the settlement of the claim. The Company did not respond to the Complainant until 9 January 2017, as the Claims Executive in question needed time to fully consider all aspects of the Complainant's email and was also on annual leave over the Christmas period. Both the Company and the Complainant could not fully agree on a final settlement to resolve this dispute.

However, on 31 January 2017 the Company made the following payments in respect of the agreed aspects of the Complainant's claim, as follows:

Description		**Payment**
Pre-accident Value	€8,500	
Less Salvage	€2,500	
Less Excess	€300	
Total Net Pre-accident Value		€5,700
Storage Charges		€5,553
Towing (without invoice)		€200
Mr N.M. Fees (Complainant's Engineer)		€1,476

/Cont'd…

T.I. Report	€170
A.I.	€143
Auto Fix Ltd	€454
[Company] Claims Adjuster	€500
Dunphy Motors	€615
A.I.	€143
Compensation	€1,000
Car Hire (20/07/2016 to 20/08/2016)	Not vouched for
Travel	Not vouched for
TOTAL PAYMENTS TO DATE	**€15,954**

The Company stated that it is satisfied that where costs have been substantiated and are in line with the policy terms and conditions, these have been settled. This includes payment for all engineers, storage and towing costs.

The Company notes that the Complainant's policy does not provide compensation for loss of a car. However, as a gesture of goodwill it did offer to allow reasonable car hire costs from 20 July 2016 to 20 August 2016, when the Complainant purchased his new vehicle and did a permanent substitution of vehicle under his policy. The Complainant also raised the financial impact of losing his car and of planned holiday flights that had to be rearranged. To date the Company has not yet received any documentation or invoices to substantiate this but, in any event, his policy does not provide cover for personal injury arising from a claim in respect of damage to the policyholder's vehicle.

The Company states that it will always stand by its word and it did advise the Complainant that it would stand by the third Engineer's findings and that is exactly what the Company has done. In order to verify whether a claim is valid or not the Company notes that it is entitled to carry out full investigations and such investigations can take time. In addition, where there is conflicting expert opinions, this can lead to extended timeframes that are beyond the control of the Company. The Company states that whilst it is regrettable the time incurred in this matter, the aim of the Company is always to reach a reasonable and fair conclusion.

The Company makes clear that under no circumstances was the Complainant subject to attempted fraud and it is sorry that he feels this way. In this regard, the Company's decisions were based solely on the reports provided by the independent experts it appointed to investigate the Complainant's claim on its behalf and in line with the 'General conditions' section of the applicable Policy Booklet at pg. 9, as follows:

> *"**Claims***
>
> ***2** You or any other person we cover under paragraph 4 of the certificate must: …*
>
> *d) send us all documents, proof, information and other letter or legal summons or similar document we may reasonably need; and*

/Cont'd…

e) co-operate fully with us in investigating and handling any claim".

The Company stands by its decision to appoint Engineers for this claim due to the nature and complexity of the damage caused. However, the Company does accept that it fell down in customer service and it sincerely apologises to the Complainant for this. To try and rectify this, the Company offered to increase its customer service award to the Complainant from €1,000 to €2,000, that is, an additional €1,000.

In addition to this, the Company will update the Complainant's policy to reflect that his claim will not impact on his protected No Claims Discount going forward. The Complainant currently has protected No Claims Discount on his policy and the criteria to maintain this full protection is that you can only make two unlimited claims within a three year period without impacting on the protected discount. Saying this, the Company will still have to account for this incident/claim against the Complainant's record, that is, it will need to be recorded on his Statement of No Claims Discount. In this regard, the Company states that it would be completely wrong for the Company not to include this as an incident/claim occurred. The Company trusts that the Complainant understands this and unfortunately it is something that the Company cannot change.

With regards to car hire, the Company will allow the Complainant the benefit of car hire for the maximum of 10 days, which is a total of €250 (€25 per day x 10 days). With car hire, the policyholder must go through the Company's Aligned Repairer Network. Cover was not initially given for this as the Company was trying to establish whether there was cover in respect of the loss. The Company also agrees to extend this benefit of car hire beyond the 10 days from 20 July 2016 to 20 August 2016, however in order for it to pay this extended period the Company will require invoices for car hire.

Finally, as a gesture of goodwill, the Company is willing to reflect the overall claim amount paid out on the Complainant's policy as €517.50 instead of the higher payment. In reaching this figure, the Company used the minimum cost that its Engineer provided to it, that is, the cost of remedial works with the dismantling. In this regard, the Company notes that the Complainant's vehicle was partially dismantled before the A.I. Engineer inspected it and also that the Complainant's Engineer, Mr N.M. dismantled the vehicle further. The Company will record the claim amount as follows:

Description	Payment
Cost of works	€500
+ 13.5% VAT	€67.50
Car Hire - 10 days	€250
Total	€817.50
Less Excess	€300
TOTAL CLAIM AMOUNT	**517.50**

/Cont'd…

In conclusion, the Company offered the Complainant a further €1,000 customer service award, car hire cover for 10 days without invoice and without his having going through its approved network in the amount of €250 (with this period extended to one month if invoices for same are submitted), an undertaking that the claim will not impact on his protected No Claims Discount with the Company going forward and that the claim amount total will be recorded as €517.50 on his policy, rather than the higher amount that was paid out. Overall, the Company considers this to be a very fair and reasonable offer and one that remains open for the Complainant to accept.

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 6 November 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 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, I set out my final determination below.

The complaint at hand is, in essence, that the Company wrongly assessed the Complainant's motor insurance claim.

It is helpful at the outset to set out a summary of events in relation to this complaint.

The Complainant overfilled the engine of his vehicle with oil on 20 June 2016. His Broker notified the Company of this on 22 June 2016 and it appointed an independent A.I. Engineer to assess the claim. The A.I. Engineer conducted a superficial visual inspection of the Complainant's vehicle on 29 June 2016 at the garage where the Complainant's vehicle had

/Cont'd…

been towed. Here the A.I. Engineer was advised that the Complainant had overfilled the engine with oil by 4 litres and that the oil had already been removed and disposed of. At this time, the vehicle was already in a partially dismantled state insofar that the A.I. Engineer noted that the exhaust manifold and turbocharge assemblies had been removed. At his recommendation, the Company agreed to also appoint an independent specialist in turbocharger testing, T.I., to inspect the turbocharge.

Following the inspection of the vehicle, the A.I. Engineer determined that there had been excessive overheating in the engine consistent with the lack of lubrication insofar that there was scorching on the engine bearings, indicating low oil pressure or lack of lubrication. As a result, the Company concluded that the engine had been damaged prior to the overfill due to it having been run without sufficient oil in it and the Company initially declined the claim by telephone to the Complainant's Broker on 20 July 2016 and by writing the following day.

Recordings of telephone calls between the Complainant and the Company have been provided in evidence. The Complainant telephoned the Company on 22 July 2016. From the content of this telephone call I note that he advised the Claims Handler that *"all that happened here is on a Sunday evening the light came on, I put the oil in, I drove to work on Monday morning and suddenly this happened. Now I do accept there was an accidental overfill of oil…there's no doubt I accidentally overfilled it with oil on Sunday evening and when I just drove, as soon as I just hit the ring road it all blew up"*.

The Complainant telephoned the Company again on 25 July 2016 to express his dissatisfaction with its decision to decline his claim. From the content of this telephone call I note that the Claims Handler advised that the A.I. Engineer was satisfied that there had been damage to the engine prior to the Complainant overfilling it with oil and this damage was due to *"oil starvation"* and further advised that *"if you're not happy my advice would be to you to get it assessed independently"*.

The Complainant then had his vehicle inspected by an Engineer, Mr N.M., whose report indicated that the Company appointed A.I. Engineer has been mistaken in his findings insofar that there was no evidence indicating that the engine had been damaged prior to the overfill and that the damage was instead consistent with the engine having been overfilled with oil. This report was emailed to the Company on 5 September 2016.

The Company advised the Complainant by telephone on 19 September 2016 that having spoken with the Complainant's Engineer, N.M., the A.I. Engineer was *"sticking to his report"*. The Claims Handler then proposed to the Complainant that a further independent engineer be appointed to review the matter and stated that *"we'd be bound by whatever comes back"*. The Claims Handler advised that the Company would email the names of four independent engineers to the Complainant and he could choose one of these four. The Company confirmed by email on 7 October 2016 that the Complainant's Engineer, N.M. could attend when his vehicle was being inspected by the new third engineer.

The Complainant advised the Company by email on 14 October 2016 that he did not wish to select an engineer from the list of four that it had provided and instead suggested that the Company appoint D & A, who was not on the list. In this regard, on 19 October 2016 the

/Cont'd…

Company arranged for D & A to carry out an inspection of the Complainant's vehicle and it supplied it with the A.I. Engineer report and the Complainant's Engineer report from N.M.

The Company received the D & A report on 10 November 2016, which supported the findings of the Complainant's engineer N.M. and conflicted with the reports the Company had obtained from the A.I. Engineer and from T.I. The D & A report stated as follows:

> *In conclusion, as no abnormal wear was noted in any of the engine components, and taking the age/recorded mileage/service history/NCT status into consideration we are satisfied that prior to dismantling, the engine in this vehicle would have been in a serviceable condition, and therefore it should not have been dismantled".*

The Company emailed this report to the Complainant on 14 November 2016 and wrote to him on 16 November 2016 advising that it was prepared to accept as promised the findings of the third Engineer, D & A and would put together a claims settlement offer for him to consider and that this could take up to 10 working days. The Company put forward its claims settlement offer to the Complainant on 1 December 2016.

The Complainant considers that the Company ought not to have dismantled his engine for what was an incident of him accidentally overfilling the engine of his vehicle with oil and submits that the Company then declined his claim based on reports that were later found to be incorrect.

In this regard, the Complainant sets out his complaint, as follows:

> *"On the 20th June, 2016 my car engine suffered damage following an overfill of engine oil. On the 29th June 2016 my car's engine was disassembled by* [a Company Engineer]. *The car was then abandoned in its disassembled state by* [the Company] *and I was informed on the 27th July that I had no valid claim…All the losses and costs that I suffered are fully the responsibility of the Company as they arose from a seriously inaccurate* [Company] *Report…It has taken two subsequent expert engineer reports to prove* [there] *was no basis for the original* [Company] *Engineers Report and it was totally erroneous. The* [Company] *Report stated that my car engine had 'pre-existing damage' and both subsequent expert engineers' reports confirmed this was totally false. It has taken me six months with a huge investment of personal time requiring over 60 emails and numerous telephone calls to force* [the Company] *to make a limited settlement with me…*
>
> [The Company] *are refusing to compensate me for my costs/losses in a number of areas. They are directly responsible for these losses as it was their Engineer who submitted the original erroneous Report that was kept secret from me and used by them for over six months to refuse my claim at huge personal stress and financial loss for my family.* [The Company] *need to explain why they did not release their* [Engineer's] *report to me and at a minimum why did they not show me photographic evidence of the underlying damage to my car's engine? As it had been proved that* [there] *was no underlying damage (undeniable photographic evidence to prove no*

/Cont'd…

damage and testimony from two expert engineers) it raises the question was I the subject of an attempted fraud of just incompetence?"

In addition, in his later email to this Office dated 3 November 2017, the Complainant submits that *"all of this means that* [the Company] *dismantled my car's engine when they knew it could have been made serviceable again at a relatively low cost".*

In this regard, I note from the documentary evidence before me that the A.I. Engineer emailed the Company at 3.44pm on 30 June 2016, as follows:

"On speaking to the repairers representatives he had advised the vehicle was presented to his premises with excessive fuming from the vehicle's exhaust. He has advised on further investigation he withdrew approx. 4 litres of excess lubricant from the vehicles engine. I can advise on speaking to the Insured, he has confirmed that he did overfill the engine with oil. I can further advise that the issues pertaining with your Insureds vehicle appear to be consistent with the vehicle's engine having been overfilled with oil. You might advise how you wish for us to proceed".

In addition, I note that the Company rang the A.I. Engineer on 1 July 2016 and from a recording of this telephone call I note the following exchanges:

A.I. Engineer: *I would say this thing* [the Complainant's engine] *may want to be dismantled…I could see the other day the turbo is definitely gone, there's oil coming out of parts of the engine which would suggest that the vehicle was overflooded with oil but to find out exactly what extent of damage is done you know …*

Claims Handler: *I've just had a chat with one of the managers…Have you had a look at the engine? Obviously you have …*

A.I. Engineer: [indecipherable] *basically ran the engine* [indecipherable]

Claims Handler: *And you don't, you don't think that there, maybe, you didn't see without the dismantling of it and stuff like that that there might have been something else wrong with it that maybe he wanted to get rid of it, do you know that kind of way, you see anything untoward about it?*

A.I. Engineer: *Well the turbo is definitely gone in the vehicle, ok -*

Claims Handler: *Ok. Do you think that was previous damage or is it just because of this as well, is it?*

A.I. Engineer: *Maybe as a result that the thing has actually ran on its own oil, em, which basically means the turbo suck up all the oil and actually run on it and just basically self-destruct*

/Cont'd…

Claims Handler: *Em, ok, yeah, cause you see what the Managers are saying was, you know, they're finding it hard to see how he'd overfilled it by that much, you know that kind of way, em, but, I think we're going take the kind of stance that we'll allow for the dismantling because you know we need to investigate it more and, em, you know, just to see if you thought that there might have been something dodgy going on, em, you've seen the engine, you've spoken with him, em -*

A.I. Engineer: *Look I'll be honest with you, he seems to be genuine – it was just an error you know, human error…he obviously was going to top up his engine with oil and basically put too much in it, it depends if the engine was hot he might have got a wrong reading from the dip stick or something, I don't know …*

Claims Handler: *If you overfill an engine, I've never put oil into an engine, if you overfill an engine with oil does it just not start spilling out the top or can you not see if you've after overfilling it?*

A.I. Engineer: *It'll go in alright*

Claims Handler: *Oh it'll all fit in, will it?*

A.I. Engineer: *It will fit in, yeah, it's just, em, like overfilling an oil, an engine with oil is just as bad as letting it to run out* [indecipherable], *you know, it's as bad, one is worse than the other if you know what I mean, em, look I'll talk to the garage…*

Claims Handler: *Look, as I said, we'll allow for the dismantling of it, ok, because if that comes back and, you know, it's just a simple overfill its accidental damage and it is covered and I feel that, you know, we need to have it dismantled to assess the extent of the damage here"*

Whilst it would appear that the A.I. Engineer was suggesting both in his email and during this telephone call that the incident was simply an error of the Complainant having overfilled his engine with oil, the Claims Handler nonetheless advised the A.I. Engineer to proceed with further dismantling in order to assess the extent of the damage.

I am surprised and disappointed that an important decision to dismantle the engine of the Complainant's car and the profound implication that followed was taken in such a casual manner without thinking through the implication of that decision or giving any serious consideration as to the necessity of such action.

Given the nature of the incident, that is, that the Complainant overfilled his engine by some 4 litres of oil, and as his Broker had telephoned the Company on 22 June 2016 to advise that

/Cont'd…

the Complainant had *"brought* [his vehicle] *to a garage and they had a look at it and said it needs a new engine"*, and given that the A.I. Engineer noted that on 29 June 2016 the vehicle was already in a partially dismantled state as its exhaust manifold and turbocharge assemblies had been removed, I accept the Company was entitled to investigate the matter. In this regard, I accept the Company position that as a motor insurer it is obliged to reasonably investigate, verify and validate any claim made under a policy. However, I believe that such a decision should be proportionate and arrived at in a professional manner.

Whilst the Complainant submits in his email to this Office dated 3 November 2017 that *"*[the Company] *dismantled my car's engine when they knew it could have been made serviceable again at a relatively low cost"*, I do not accept that the Company was aware as to the exact cause, nature and extent of the damage to the Complainant's vehicle on 1 July 2016 when it directed the A.I. Engineer to further dismantle the engine, rather it gave such a direction in a bid to ascertain the exact cause, nature and extent of the damage.

I note that the A.I. Engineer then proceeded to dismantle the engine further to examine it and as a result of his further examinations he determined that there had been excessive overheating in the engine consistent with the lack of lubrication insofar that there was scorching on the engine bearings, indicating low oil pressure or lack of lubrication. As a result, the Company concluded that the engine had been damaged prior to the overfill due to it having been run without sufficient oil in it and initially declined the Complainant's claim. I accept the Company position that it is entitled to rely on independent expert advice when assessing a claim. However, I would query the manner in which the decision to dismantle the engine and the level of detail provided in the report that ensued from this action.

I note that the Complainant telephoned the Company on 25 July 2016 to express his dissatisfaction with the Company decision to decline his claim. I accept that it was a reasonable approach for the Company to then suggest to the Complainant during this telephone call that he appoint his own Engineer.

Furthermore, when the Complainant's Engineer N.M.'s report conflicted with the reports from the A.I. Engineer and T.I. that it relied upon in declining the Complainant's claim, I accept that it was a reasonable approach to the matter for the Company to propose a third independent engineer to inspect the Complainant's vehicle and for it to accept the Complainant's nomination for this third engineer and for it to agree to be bound by the findings.

The Complainant also complains that *"It has taken me six months with a huge investment of personal time requiring over 60 emails and numerous telephone calls to force* [the Company] *to make a limited settlement with me"*. I note that the Company was first notified of the Complainant's loss on 22 June 2016 and the Company did not admit the claim until 16 November 2016, some five months later. Much of this delay can be attributed to the fact that three separate professional expert options were required before the claim was admitted.

The Company proposed to the Complainant on 25 July 2016, one month after the notification of his loss, to appoint his own Engineer and accepted his Engineer, N.M's report

/Cont'd…

some six weeks later on 5 September 2016. Two weeks later on 19 September 2016 it proposed a third independent engineer to inspect the Complainant's vehicle. It allowed the Complainant to nominate this third Engineer, D & A, and agreed to be bound by the findings. The Company received the D & A report on 10 November 2016 and notified the Complainant that it would admit the claim within a week, on 16 November 2016.

I note from the documentary evidence before me that the Company's Claims Executive spoke to the Complainant on 20 October 2016 and discussed his claim in detail. The Company advises that its Claims Executive did state that the Company had reservations appointing D & A as they were not on the list it provided, however it agreed to proceed with this inspection, which took place on 24 October 2016. In this regard, the Complainant submits in his email to this Office dated 3 November 2017, as follows:

> *"In this phone conversation with me on the 20th October 2016* [the Claims Executive] *asked me to agree to* [D & A] *not going ahead with their inspection and stated that* [the Company] *"would not consider themselves bound by the outcome". This is clearly in contravention of* [the Company]*'s own policy for a third independent assessment. He said he would not have agreed to this further report (he was on leave the following day) and he was going to get a further report from* [T.I.] *which I reasonably interpreted as a threat by* [the Company] *to engage further expert services in an attempt to undermine my claim. Essentially, he was trying to pressure me to agree not to go ahead with a report that was in accordance with* [the Company]*'s normal procedures which he wished to circumvent…*[the Claims Executive] *email to me on the 1st December 2016 stating that [the Company] had agreed to be bound by the outcome of the third assessor was completely at odds with his unrecorded conversation with me on the 20th October, 2016. This report subsequently established my case beyond any doubt and* [the Claims Executive]*'s behaviour…is extremely serious and was an attempt to oppress me"*.

It is regrettable and unacceptable that the Company are unable to produce a recording of this telephone call that took place between the Complainant and its Claims Executive on 20 October 2016.

However, I do note that the Company advises that its Claims Executive did state during this telephone call that the Company had reservations appointing D & A as they were not on the list of four independent engineers that it had previously provided to the Complainant. In the absence of a recording of this telephone call, I have no reason to doubt the Complainant's recollection of the call. I note that the Company did agree to proceed with the inspection by D & A, which took place on 24 October 2016, and that the Company did accept its findings, as it had earlier promised to do.

Finally, I note that the Complainant is dissatisfied with the claim settlement first offered to him by the Company on 1 December 2016 and with the revised offer that the Company has made since. In this regard, having accepted the findings of the third Engineer, D & A, on 16 November 2016 as it had promised to do, I note that the Company put forward its claim settlement offer to the Complainant on 1 December 2016. The Complainant emailed the Company on 9 December 2016 detailing his acceptance of some of the offer and rejecting

/Cont'd…

other parts of it and provided details of what his expectations were in relation to the settlement of the claim, but the Company and the Complainant could not fully agree on a final settlement to resolve this dispute.
I note that the Company wrote to the Complainant's Broker on 31 January 2017, as follows:

> *"I have raised a payment in the amount of €6900.00. A policy excess of €300.00 was deducted at settlement. This payment includes €200.00 for towing and a customer service award of €1000.00.*
>
> *Your client has accepted this settlement offer and waived their right to wait 10 business days to accept or reject the offer. We are arranging for these funds to be transferred directly to your clients account.*
>
> *Previous payments made on this file are as follows:*
>
> *T.I. Report - €170.25*
> *A.I. - €143.02*
> *Auto Fix Ltd - €454.00*
> [Company] *Claims Adjuster - €500.00*
> *A.I. - €143.02*
> *Dunphy Motor Assessors - €615.00*
>
> [Mr N.M. Fees] - *€1476.00*
> [Storage Charges] *€5553.45*
>
> *This brings our total outlay on this file to €15954.74 to date".*

In regards to this settlement, the Company states that it is satisfied that all costs that had been substantiated had been settled in line with the policy terms and conditions and that such costs included the payment for all engineers, storage and towing costs.

I note that the Complainant now seeks the following:

> *"1. Insurance Claim: I require confirmation from* [the Company] *that this matter is not being considered an insurance claim and registered against my policy. My car's engine was described as having underlying damage by* [the Company]*. If this had not been erroneously stated by* [the Company] *and if my engine had been reassembled by their engineer I would not have had found myself forced to make a claim. I cannot be deemed to have claimed from my insurance when my car engine was in perfect condition before the chain of events instigated by the erroneous* [Company] *Engineer's report on my car.*
>
> *2. I wish to be compensated for the following costs arising directly from the erroneous* [Company] *Engineer's Report:*
>
> a) *Financial impact of losing my car: Last June because of a seriously erroneous* [Company] *Engineer's Report I lost the use of my car and was*

/Cont'd…

forced to borrow money to replace my car. As a direct consequence a family holiday abroad had to be curtailed to five nights rather than three weeks as had previously been booked. This was very distressing for my wife and children…

This cancellation was unavoidable as we simply could no longer afford the cost of a three week holiday…we managed to recover the payment for the unused accommodation in Sweden. Rearranged flights = €337. Family distress = Financial Ombudsman to determine.

b) *Compensation for loss of car: I am advised the industry norm is €35 per day for loss of use of my car (7 seater)…*[The Company] *previously advised my Insurance Broker that I had no entitlement to car hire because of the nature of my claim. This statement was in conflict with my entitlements under my insurance policy. In any event, as has since been established that total responsibility for this matter rests with* [the Company] *from the time of the erroneous car examination/Report and this matter must be addressed in line with the normal industry rate. Loss of use of car (20th June) – 182 days @ €35 per day = €6,370.*

c) *Compensation for time: I have been obliged to invest a considerable amount of time and effort since last June in bringing this matter to a conclusion. The time I had to necessarily expend on this claim arose from* [the Company]*'s actions and I bear no fault in the matter and I require to be compensated appropriately. Conservatively, the time expended by me included the following:*

- Arranging and overseeing towing of car and negotiating release of car from Kilkenny Garage (which had not been paid by [the Company]*) – 1 working day*

- Arrangements for and overseeing inspection of engine in Dublin – 1 working day

- Writing and responding to over sixty emails (average 1 hour per email) related to the claim – 7.5 working days

- On-going phone calls and consultations with [the Company]*, Engineer etc – 2 working days*

This brings the minimum time invested by me in this claim as 11.5 days. My current daily rate is €407. Compensation for Loss of Time €407 x 11.5 = €4,680

I am happy for the financial ombudsman to determine the level of compensation I should receive in respect of my treatment by [the Company] *and the associated stress for me and my family over this six month period"*.

/Cont'd…

In addition, in his later email to this Office dated 3 November 2017, the Complainant increased the amount of compensation he is seeking for his time, as follows:

> *"Reading of material supplied by Ombudsman and preparation of this response – 2 working days.*
>
> *This brings the minimum time invested by me in this claim as 13.5 days. My current daily rate is €407. Compensation for Loss of Time = €407 x 13.5 = €5,495".*
>
> *We have paid this claim in full and in addition to this we have provided the appropriate compensation for this complaint"*.

I note that the Company has stated that it had a total outlay of €15,954.74 to date in respect of the Complainant's claim.

It is important to point out however, that the bulk of this outlay has been of no benefit to the Complainant. Much of this outlay relates to the Company's investigation of his claim and the fact that the car had to be stored during the extended period while the claim was being assessed.

In its formal response to the Complainant's claim to this Office dated 20 October 2017, the Company submits, as follows:

> *"Compensation for loss of a car is not covered under* [the Complainant's policy]. *However, as a gesture of goodwill we did offer to allow reasonable car hire costs from 20 July 2016 to 20 August 2016. This is the date that the Complainant purchased his new vehicle and did a permanent substitution of vehicle under his policy. The Complainant also raised the financial impact of losing his car and planned holiday flights that had to be rearranged. To date we have not yet received any documentation and/or invoices to substantiate this. Also the policy does not provide cover for personal injury arising from a claim in respect of damage to* [the Complainant's] *vehicle.*
>
> [The Company] *will always stand by our word, we did say that we would stand by the third Engineer's report and that is exactly what we have done here. I hope that the Complainant can understand that in order to verify whether a claim is valid or not we are entitled to carry out full investigations.*
>
> *These investigations can take time. Also when we have conflicting expert opinions this can lead to extended timeframes beyond our control. Whilst it is regrettable the time incurred, the aim is to reach a reasonable and fair conclusion …*
>
> *We do stand by the decision that we made to appoint Engineers for this claim due to the nature and complexity of the damage caused. However I do believe we fell down in customer service and I sincerely apologise to the Complainant for this and I do hope that he accepts our apology. To try and rectify this I would like to increase our*

/Cont'd…

*customer service award from **€1,000 to €2,000**. If the Complainant would like to accept this I can immediately organise payment for the extra **€1000**.*

In addition to offer I will update the Complainant's policy to reflect that this claim will not impact on his protected No Claims Discount going forward. The Complainant currently has protected No Claims Discount on his policy and the criteria to maintain this full protection is that you can only make two unlimited claims within a three year period without this impacting on the protected discount. Saying this we will still have to account for this incident/claim against the Complainant's record i.e. this will need to be recorded on his Statement of No Claims Discount. It would be completely wrong for us not to include this as an incident/claim has occurred. I hope the Complainant understands this and unfortunately this is something that we cannot change.

*With regards to car hire, I will allow the Complainant the benefit of car hire for the maximum of 10 days which is a total of **€250** (€25 per day x 10 days). With car hire you must go through our Aligned Repairer Network. Cover was not initially given for this as we were trying to establish whether there was cover for this claim. You will see that we have agreed to extend this beyond the 10 days from 20 July 2016 to 20 August 2016. However in order to pay this I will need invoices.*

*Finally as a gesture of goodwill I am willing to reflect the overall claim amount paid out on this policy as **€517.50** instead of the higher payment…To calculate this figure I have used the minimum cost that our Engineer has provided to us…This is the cost of remedial works with the dismantling. You will note from the file that the vehicle was partially dismantled before we inspected it and also the Complainant's Engineer also dismantled the vehicle further …*

Overall I feel that this is a fair and reasonable offer that [the Company] has made to reflect on the issues at dispute. My offer will remain open for the Complainant to accept:

- *Customer Service Award increased from **€1,000 to €2,000***
- *Car Hire for 10 days without invoice and not going through our network **€250***
- *This claim will not impact on the protected No Claims Discount with* [the Company]
- *Total claim amount will reflect as **€517.50**".*

In addition, I note that in its email to this Office dated 13 November 2017, the Company submits, as follows:

"The Complainant had not provided receipts/invoices for car hire to date. I feel his expectations are unreasonable and unfortunately I cannot justify his demands. Please bear in mind that [the Complainant] *did a permanent change of vehicle on **20 August 2016** to the new vehicle that he purchased. Also he is a named driver on policy*

/Cont'd…

> *number* [**********] *which also provided him with access to drive another vehicle. This policy was also in force during the period of dispute.*
>
> *The Complainant mentions that he "would most probably not have pursued a claim" and he feels he is forced to remain with* [the Company]. [The Company] *is trying our best to compromise on this dispute and for this reason we have agreed to reflect the overall claims cost at* ***€517.50*** *instead of the higher amount that was actually paid out. It is possible that this claim will not impact the Complainant going to a different insurance company as each insurance company has different underwriting criteria/rules. Also he has an option to reimburse* [the Company] *for this claim and again this will give him the further opportunity to go to another company"*.

I am not satisfied that the offer made by the Company in its correspondence to this Office dated 20 October 2017 is, having considered all of the evidence before me, a reasonable offer.

In this regard, I am mindful that there was, at the outset, an incident, that is, that the Complainant overfilled his engine with oil on 22 June 2016. I accept the Company position that given the circumstances of this incident that it was reasonable for it to appoint an independent engineer to investigate further in order to determine the exact extent, nature and cause of the damage. I further accept the Company position that in assessing claims it is entitled to rely upon professional independent expert opinion.

I note however, that the report provided by the engineer initially appointed by the Company was not nearly as detailed or comprehensive as the two subsequent reports provided by the second and third engineers.

Furthermore, I find it both disappointing and unacceptable that the Company was unwilling for some time to share this report, with the Complainant. This was the basis on which it was refusing to pay his claim. I therefore find it most unacceptable that the Complainant had such difficulty accessing the report.

I note the following exchange between the Provider's agent in an internal e-mail of 12 August 2016 in relation to the Complainant's data access request and specifically his request for the first assessor's report urgently for his assessor.

The e-mail states:

> "*As I have advised him, he won't be entitled technical data – this has been well established with the office of the DPC. However, we need to consider at this point whether, from the customer management point of view, we want to release the report. It may suit us to do so in which case we should, or it may not in which case we shouldn't – that's up to you guys as Claim Handler*".

When the Complainant expressed his dissatisfaction with the Company decision to decline his claim that the Company at that time advised the Complainant to obtain a report from his own Engineer and that when this report conflicted with the reports relied upon by the

/Cont'd…

Company, I am mindful that the Company agreed to be bound by the findings of a third independent engineer, also that it allowed the Complainant himself to choose this engineer. In accepting the findings of this third Engineer,

In accepting the claim in November 2016, the Company assessed the Complainant's vehicle as a write-off. At this stage I note that the Complainant had already some months previously purchased a new vehicle. Whilst the Complainant submits in his email to this Office dated 3 November 2017 *"that* [the Company] *dismantled my car's engine when they knew it could have been made serviceable again at a relatively low cost"*, I do not accept that it is reasonable to assert that the Company was aware as to the exact cause, nature and extent of the damage to the Complainant's vehicle on 1 July 2016 when it directed the A.I. Engineer to further dismantle the engine. In addition, I am mindful that some dismantling had already taken place at the garage where the Complainant had had his vehicle towed to by the time the A.I. Engineer first visually inspected the vehicle on 29 June 2016 and that the Complainant's own Engineer, Mr N.M. carried out some further dismantling as part of his inspection. Furthermore, the Complainant's own Broker had advised the Company by telephone on 22 June 2016 that the Complainant had *"brought* [his vehicle] *to a garage and they had a look at it and said it needs a new engine"*.

That said, as I have pointed out earlier, the decision to dismantle the engine thereby rendering it irreparable, required, in my view, greater weight and consideration.

I also note from the recording of the telephone call between the Company and the Complainant's Broker on 5 July 2016, that the Claims Handler advised that *"the full engine needs to be dismantled and the turbo charge tested"* and that the Broker advised that the Complainant *"wants it to progress as quickly as possible"*. In this regard, I accept that the Complainant was given notice that the A.I. Engineer would be further dismantling the engine. However, the Complainant submits that he was never advised that the Company appointed Engineer would not then reassemble the engine after his inspection.

I believe greater consideration with the Complainant and more information should have been provided to allow an informed decision to be reached in making this important decision.

Having considered all the circumstances of this matter, I am not satisfied that the offer made by the Company in its correspondence to this Office dated 20 October 2017 (which is in addition to its total outlay in respect of the Complainant's claim to date of €15,954.74), which is an additional customer service award of €1,000, car hire cover for 10 days without invoice in the amount of €250 (and for a further 20 days where there are invoices) and an undertaking that the total claim amount will be reflected on the Complainant's policy as €517.50 and will not impact on his protected No Claims Discount with the Company going forward, is a reasonable offer.

In this regard, the Company has confirmed that this offer remains open to the Complainant to accept.

/Cont'd…

On the basis that this offer remains available to the Complainant, I partially uphold the complaint and direct the Provider to pay the Complainant an additional sum of €3,000 compensation for the inconvenience he has suffered.

For the avoidance of doubt, the sum of €3,000 is in addition to the offer made in the Provider's correspondence to this Office of 20 Oct 2017 set out above.

Conclusion

My Decision pursuant to ***Section 60(1)*** of the ***Financial Services and Pensions Ombudsman Act 2017***, is that this complaint is partially upheld, on the grounds prescribed in ***Section 60(2) (b) and (g).***

Pursuant to ***Section 60(4) and Section 60 (6)*** of the ***Financial Services and Pensions Ombudsman Act 2017,*** I direct the Respondent Provider to make a compensatory payment to the Complainant in the sum of €3,000 (in addition to the offer made in the Provider's correspondence to this Office dated 20 October 2017), to an account of the Complainant's choosing, within a period of 35 days of the nomination of account details by the Complainant to the provider.

I also direct that interest is to be paid by the Provider on the said compensatory payment, at the rate referred to in ***Section 22*** of the ***Courts Act 1981***, if the amount is not paid to the said account, within that period.

The Provider is also required to comply with ***Section 60(8)(b)*** of the ***Financial Services and Pensions Ombudsman Act 2017.***

/Cont'd…

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.

GER DEERING
FINANCIAL SERVICES AND PENSIONS OMBUDSMAN

29 November 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.