



<b><u>Decision Ref:</u></b>	2019-0018
<b><u>Sector:</u></b>	Insurance
<b><u>Product / Service:</u></b>	Car
<b><u>Conduct(s) complained of:</u></b>	Lapse/cancellation of policy Delayed or inadequate communication
<b><u>Outcome:</u></b>	Upheld

**LEGALLY BINDING DECISION  
OF THE FINANCIAL SERVICES AND PENSIONS OMBUDSMAN**

**Background**

The First Complainant renewed a co-branded motor insurance policy with the Company on **17 October 2016**. The Second Complainant, his son, was a named driver on the policy. The Company was the Insurance Intermediary, the Broker and the administrator of the policy, which was co-branded in the names of the Company and the underwriters. As part of this policy, the First Complainant agreed to the fitting of a telematics device to his car which records data on its usage, such as its location and the distance and speed travelled. This device was fitted by a third party telematics supplier that provided both the telematics device itself and the vehicle behavioural data, to the Company.

**The Complainants' Case**

The Company advised the First Complainant on **28 June 2017** that his motor insurance policy would be cancelled on **11 July 2017** as the telematics device recorded his car travelling at a speed of in excess of 160 kilometres per hour between 25 June and 26 June 2017, as follows:

*"[The Company] has recorded that you have driven above 160KPH. As most serious accidents are caused by excessive speed it is imperative that you drive within the speed limit.*

*Unfortunately due to the level of excessive speed we have no alternative but to cancel you[r] policy on **11/07/2017**".*

The First Complainant made a number of telephone calls to the Company over the days that followed in an effort to resolve this matter.

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

*“When I telephoned [the Company] I was told the telematics device that was fitted to my car...has recorded my car doing a speed of 222 [kilometres per hour] on 25/06/2017 and as a result of this my policy would be cancelled. When I protested against this and wished to contest said speed recorded I was told I would have to wait until [the Company] had heard more from [the telematics supplier] who fitted the device to my car. I protested further stating it was inconceivable that my car, a 12 year old 1 litre Opel Corsa, could achieve this speed. On 4/07/2017 I was told the cancellation of my policy was to be removed and my policy was back in force.*

*I then complained to [the Company] about my treatment and wished to contest all data recorded by the device fitted...to my car in relation to speeding events moderate/severe/dangerous”.*

The First Complainant questioned the reliability of the telematics device fitted to his car and asked *“how can [the Company] cancel a policy from data that was not double checked?”* In this regard, he sought for the Company *“to request [the telematics supplier] to commit to double check data in relation to speeding events recorded, i.e. take 2 shorter periods of time and analyse these points in isolation”.*

The First Complainant considers that the Company has been *“negligent”* and *“employ shoddy and poor work practice”* and submits that this matter caused *“undue stress to me and my son [the Second Complainant]”.*

The Complainants’ complaint is that the Company wrongly or unfairly notified the First Complainant that it intended to cancel his motor insurance policy due to excessive speeding, based on data that was found afterwards to be unreliable.

### **The Provider’s Case**

Company records indicate that the First Complainant renewed a co-branded motor insurance policy with the Company on 17 October 2016. The Second Complainant, his son, was a named driver on the policy. The Company was the Insurance Intermediary, the Broker and the administrator of the policy, which was co-branded in the names of the Company and the underwriters. As part of this policy, the First Complainant agreed to the fitting of a telematics device to his car which records data on its usage, such as its location and the distance and speed travelled. This device was fitted by a third party telematics supplier that provided both the telematics device itself and the vehicle behavioural data to the Company.

The Company notes that the **‘Important Terms of your Policy in relation to Telematics’** section of the applicable Policy Document at pg. 7, advised at pg. 10, as follows:

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**“13. Speed**

**IMPORTANT – Speeding**

*If the **box** detects that **your car** has been driven at 160kph or over on a public road, **your policy** will be cancelled under the terms shown in General Conditions 4 ‘Cancellation’.*”

In this regard, the ‘General Conditions’ section of the Policy Document advised at pg. 13, as follows:

*“4. We may cancel this policy*

*...*

*e) If the box detects that your car has been driven at 160kph or over on a public road”.*

The motor insurance policy was co-branded in the names of the Company and the underwriters, and I note that the underwriters, as part of its terms of business with the Company, granted authorisation to the Company to, *inter alia*, issue policy cancellation notices on its behalf.

In this instance, it seems that the Company received an alert from the telematics supplier that the telematics device attached to the First Complainant’s car had detected a speeding event of over 160 kilometres per hour between 25 June and 26 June 2017. A Company staff member then carried out a practicality check on the flagged event, looking at, for example, the make, model and engine size of the vehicle, the road type driven on and the time of the event. If an Agent has any concerns about the data received, he or she must then query this with the telematics supplier. On this occasion, the staff member contacted the telematics supplier on 28 June 2017 to question the speeding alert and it confirmed that the speeding alert of 222 kilometres per hour recorded at 3.09pm on 25 June 2017 was accurate.

As a result, the Company notified the First Complainant on Thursday 28 June 2017, as follows:

*“[The Company] has recorded that you have driven above 160KPH. As most serious accidents are caused by excessive speed it is imperative that you drive within the speed limit.*

*Unfortunately due to the level of excessive speed we have no alternative but to cancel you[r] policy on **11/07/2017**”.*

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When the First Complainant telephoned the Company the following day on Friday 29 June 2017 to complain about the cancelling of his motor insurance policy, the staff member checked his *“further driving history”*, which it seems is a *“wider range of detailed speeding analysis”*. This data did not show any signs of excessive speeding or any speeding events that could result in the speed of 222 kilometres per hour and as a result the staff member took the decision that the speeding event in question had a high probability of being inaccurate. Consequently, further information was sought from the telematics supplier on 29 June 2017 by way of requesting a detailed analysis of trip data for the event in question. The cancellation notice was subsequently removed by the Company on Wednesday 4 July 2018, as there was still no response from the telematics supplier as to the accuracy of the speeding event at issue.

The First Complainant then sought to contest *“all data recorded by the telematics device fitted by the telematics device company to his car”*. In this regard, it is noted that it was the practice of the Company to send a SMS text to the First Complainant’s mobile phone each week listing distance travelled and the number of speeding events that were moderate, severe and/or dangerous. This use of data was provided for by the policy terms and conditions. The Company confirmed that previous speeding events were not checked at the time they were recorded as there was no reason to believe that these previous events were inaccurate. In this regard, the Company has advised that *“the telematics supplier confirmed the 222 kph was an isolated incident with additional measures put in place to ensure no repeat”*.

The First Complainant requested his full trip data and the Company emailed him on 19 July 2017 confirming that *“a request has now been logged to gain access to this trip data to confirm the reliability of the events previous”*. In this regard, it seems that the Company furnished the First Complainant with his full trip data from 17 October 2016, when the policy was renewed, to 20 July 2017, by email on 10 November 2017.

The Company wrote to the First Complainant on 26 July 2017 setting out its investigation into the matter complained of, as follows:

*“On the 28/06/2017, notification was received to our office in relation to an excessive speeding event on 25/06/2017 at 15.09 hours, where the Telematics device fitted to your vehicle recorded a speed of 222kph being driven. We contacted the Third Party Partner who deal with the data received in reference to this incident and it was confirmed that they deemed the data to be reliable. Due to the confirmation of this data being reliable, a Recorded Delivery Notification of Cancellation was issued against your policy. This letter confirmed that as a speed of over 160kph had been recorded against your vehicle, your policy would be force cancelled on the 11/07/2017.*

*On the 29/06/2017, you spoke to an advisor via telephone who confirmed that information had been received in relation to a speed driven in excess of 160kph and this had [led] to the cancellation procedure against your policy. You advised that you did not believe this information to be correct due to the performance of your vehicle*

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*and wished to contest the speeding event. You advised that you wish to receive a copy of the trip data as proof of the speeding event on the 25/06/2017.*

*A request was issued to...our Third Party Partner, to carry out a further investigation into the speeding event to confirm that the information provided was true and reliable.*

*On the 03/07/2017, at 15.59 hours, you spoke to an advisor in our office via telephone and queried the status of your request for the relevant trip date in relation to the excessive speeding event that your policy was being cancelled for. Our advisor confirmed that this information had as yet not been received to our office, but that as soon [as] the information was available to our office, we would contact you directly.*

*At 16.07 hours, a request for an update to the progress of our request for the information of your trip data issued to [the telematics supplier] to have this information expedited.*

*On the 04/07/2017, at 9.20 and 14.51 hours respectively, you spoke to an advisor in our office via telephone in relation to the status of your trip data request. It was advised at that time we had not received the required information.*

*Due to the duration of time without the receipt of the required trip data, the decision was made to remove the cancellation from your policy.*

*At 16.08 hours, you spoke to an advisor in our office who confirmed that the cancellation of your policy had been removed. Our advisor confirmed that if any further excessive speeding events showed on your policy, your policy would be cancelled.*

*You advised that you were unhappy with the information that had been provided and that you had been unfairly treated. You advised that you wished for all dangerous driving events on your policy to be investigated. Our advisor confirmed that they would pass this request onto our General Manager to see if this request was possible.*

*On the 05/07/2017, a letter of complaint was received to our office via email in relation to the issues raised about the excessive speeding event. This complaint was acknowledged on that date and an acknowledgement confirmation letter was issued to you.*

*On the 19/07/2017, at 14.46 hours, I spoke to you via telephone and confirmed that the required trip data had been received and that upon further investigation it was found that the excessive speeding event on the 25/06/2017 was incorrect and that the GPS signal at the time of the incident was unreliable.*

*You advised that you were unhappy that a cancellation had been placed on your policy due to incorrect information and that the issues...this had caused. I confirmed*

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*that when notification had been given in relation to the event, confirmation had been received from [the telematics supplier], who had advised that the data was correct and reliable. I advised that in these circumstances, we had followed our cancellation procedures based on the information provided by [the telematics supplier] who collect and analyse the data. I confirmed that upon the checking of the previous driving history of your policy, we had agreed to remove the cancellation from the policy.*

*You advised that if this information was incorrect, then you felt that any other dangerous speeding events previously registered on your policy could also be unreliable. You confirmed that you wished for previous speeding events to be investigated to confirm the reliability. I confirmed that I would be willing to request this information for you and to have those events investigated further. I confirmed that this information would be requested from [the telematics supplier] but unfortunately could not confirm a time period of how long this request would take to complete. I also confirmed that upon receipt of this further information, I would contact you directly and dependent on the results of the trip data speeding events, we could discuss options available at that time to ensure the issues did not arise again.*

*Taking all available information into account, I can confirm that the Recorded Delivery Notification issued against your policy on the 28/06/2017 was issued based upon data being supplied [and] confirmed by our Third Party Partner, [the telematics supplier] as being correct.*

*I can confirm that when the information was received in relation to the excessive speeding event, an advisor referred the event to [the telematics supplier] to ensure the data was correct and reliable. This was confirmed by that organisation and based on that information, we followed our cancellation procedure. It was confirmed by [the telematics supplier] that they had checked the journey as a whole and the two points surrounding the speeding event. They also confirmed that they had checked for any anomalies that would suggest any issue that would affect the functionality of the Telematics Device. It was also confirmed that the GPS signal quality throughout your journey was of the highest quality.*

*Upon speaking to you and your advice that you wished to contest the speeding event, we issued a further request to [the telematics supplier] to further investigate the speeding event. Upon their further investigation, [the telematics supplier] took a shorter 2 periods and analysed the information from those periods in isolation. During this further isolated investigation, [the telematics supplier] checked the two points preceding the excessive speeding event of 222kph and it was found that the GPS signal at these two points was considered to be poor quality and that they now considered the information about the speeding event to be unreliable.*

*I apologise for the undue inconveniences these issues have caused to you. We have acted on information which was confirmed as being reliable and have issued the cancellation notification of your policy based in this information.*

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*As confirmed, due to the further investigation into the speeding event, this data has now been confirmed as incorrect. The decision had already been made on the 04/07/2017, to remove the cancellation from your policy based on your previous history”.*

In addition, the Company notes that due to an administrative error it set out in its correspondence to the First Complainant dated 26 July 2017 that he could refer a complaint to the Financial Ombudsman Service in the UK. The Company acknowledges that this ought to have read the Financial Services Ombudsman in Ireland and it apologises for this error.

Finally, the Company has noted that it is one of Ireland’s leading providers of telematics insurance and it strives to offer a reliable service with the most efficient and accurate up to date devices and data. The Company continuously checks the market for box accuracy and it offered the First Complainant the opportunity to have its newest telematics device provided by a different telematics supplier fitted for free. In addition, by way of redress for the upset caused by the issue of a notice of cancellation on his policy, the Company offered the First Complainant the amount of €300, by way of compensation.

### **The Complaint for Adjudication**

The complaint is that the Company wrongly or unfairly notified the First Complainant that it intended to cancel his motor insurance policy due to excessive speeding, based on data that was found afterwards to be unreliable.

### **Decision**

During the investigation of this complaint by this Office, the Company was requested to supply its written response to the complaint and to supply all relevant documents and information. The Company responded in writing to the complaint and supplied a number of items in evidence. The Complainants were given the opportunity to see the Company’s response and the evidence supplied by the Company. 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.

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A Preliminary Decision was issued to the parties on 3 December 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.

Although the Complainant indicated on 5 December 2018, that he intended to make a further submission, ultimately, he did not do so within the period permitted. Accordingly, in the absence of additional submissions from the parties, the final determination of this office is set out below.

The complaint at hand is that the Company wrongly or unfairly notified the First Complainant that it intended to cancel his motor insurance policy due to excessive speeding, based on data that was found afterwards to be unreliable.

In this regard, the First Complainant renewed a co-branded motor insurance policy with the Company on 17 October 2016. The Second Complainant, his son, was a named driver on the policy. The Company was the Insurance Intermediary, the Broker and the administrator of the policy, which was co-branded in the names of the Company and the underwriters. I note that the policy, whilst co-branded, confirmed within the "Definitions" section, that every reference to "we" within the policy was taken to mean the underwriters of the cover.

As part of this policy, the First Complainant agreed to the fitting of a telematics device to his car which records data on its usage, such as its location and the distance and speed travelled. This device was fitted by a Third Party telematics supplier that provided both the telematics device itself and the vehicle behavioural data to the Company.

The Company advised the First Complainant on 28 June 2017 that his motor insurance policy would be cancelled on 11 July 2017 as the telematics device recorded his car travelling at a speed of in excess of 160 kilometres per hour between 25 June and 26 June 2017, as follows:

*"[The Company] has recorded that you have driven above 160KPH. As most serious accidents are caused by excessive speed it is imperative that you drive within the speed limit.*

*Unfortunately due to the level of excessive speed we have no alternative but to cancel you[r] policy on **11/07/2017**".*

I note in that regard that the underwriters, as part of its terms of business with the Company, granted authorisation to the Company to, *inter alia*, issue policy cancellation notices on its behalf.

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In this regard, the ‘**Important Terms of your Policy in relation to Telematics**’ section of the applicable Policy Document at pg. 7, provided at pg. 10, as follows:

**“13. Speed**  
**IMPORTANT – Speeding**  
*If the **box** detects that **your car** has been driven at 160kph or over on a public road, **your policy** will be cancelled under the terms shown in General Conditions 4 ‘Cancellation’.”*

The ‘**General Conditions**’ section of the Policy Document provided at pg. 13, as follows:

*“4. We may cancel this policy*

*...*

*e) If the box detects that your car has been driven at 160kph or over on a public road”.*

I note from the documentary evidence before me that the First Complainant telephoned the Company on 29 June 2017 to query this speeding event and complain about the then imminent cancellation of his motor insurance policy, advising that it was *“incomprehensible that a 12 year old 1 litre Opel Corsa would do 222 kilometres per hour”*. Having listened to a recording of this telephone call, I note that the staff member advised the First Complainant that the telematics supplier had been contacted on 28 June 2017 prior to the Company issuing the policy cancellation notice and that it had confirmed that the speeding alert of 222 kilometres per hour recorded at 3.09pm on 25 June 2017 was accurate.

The Complainant, however, remained adamant that it was simply not possible for his vehicle to reach such a speed. As a result, I note that following this telephone call the staff member checked the Complainants’ further driving history, which the Company advises is a *“wider range of detailed speeding analysis”*. As this data did not show any signs of excessive speeding or any speeding events that could result in the speed of 222 kilometres per hour, the staff member then took the decision that the speeding event had a high probability of being inaccurate and thus requested from the telematics supplier on 29 June 2017 a detailed analysis of trip data for the speeding event in question. As no response to this request was, at that time, received from the telematics supplier, the Company withdrew the policy cancellation notice and wrote what I note to have been a remarkably short letter to the First Complainant on 4 July 2017, as follows:

*“Following our cancellation letter we are pleased to inform you that as all is now in order and we have removed the cancellation from your policy and your policy continues to be active.*

*Thank you once again for insuring with [the Company] and we look forward to being of service in the near future”.*

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I note from the documentary evidence before me that the Company later received an email from the telematics supplier on 11 July 2017 at 4.45pm, as follows:

*“In order for us to analyse the average speed we have to assess both the journey as whole that the event falls within and secondly the immediate points surrounding the event.*

*In addition to this we would check the general status of the voucher ensuring non anomaly is present or anything else to suggest an issue with the functionality of the device.*

*Unfortunately, it would seem in this case that the initial response provided was based on the GPS quality of the journey & in isolation of the secondary check.*

*While the GPS quality of the journey as a whole is predominantly of the highest quality, the two preceding points prior to the event itself were poor quality & therefore on this basis specifically, we can consider the event unreliable.*

*I apologise for the confusion and the resulting repercussions this has meant for you”.*

As a result, the First Complainant questioned *“all data recorded by the telematics device fitted by the telematics device company to his car”*. In this regard and in accordance with the policy terms and conditions, I note that the Company sent the First Complainant a SMS text each week listing the distance travelled and the number of “moderate”, “severe” and “dangerous” speeding events that were recorded in the preceding week, if any. This information was then used by the Company to create a monthly score that the First Complainant was notified of by email and these scores were used by the Company to reward kilometres and/or calculate the premium, as the premium is initially calculated based on, *inter alia*, the number of kilometres of insured driving chosen by the policyholder and shown on the policy schedule. Whilst understandably he is now questioning the reliability of this data, I note that the First Complainant has not complained of or suggested that any such data negatively affected his premium at any stage. One can well understand however, that he has been left with a very real sense of unease.

The Company has advised that previous speeding events were not checked at the time they were recorded as there was no reason to believe that these previous events were inaccurate. In this regard, the Company states that the telematics supplier confirmed to it that the 222 kilometres per hour reading at 3.09pm on 25 June 2017 was an isolated incident and that additional measures had since been put in place to ensure there would be no reoccurrence of same. In addition, on 10 November 2017, the Company also provided the First Complainant with his full trip data history from 17 October 2016, when the policy was renewed, to 20 July 2017, by way of email. In this regard, I note that the Complainant has not, as part of this complaint, identified any data record or entry in this full trip data history which he considers to be inaccurate or unreliable. Be that as it may, whilst it may be that the reading of 222kph on 25 June 2017 was an *“isolated incident”*, it is of course impossible to know, without specific forensic analysis, whether all of the readings over the relevant

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period of insurance were entirely accurate, given that it required the particular telematics supplier to be questioned and subsequently re-questioned again, regarding the incident giving rise to this complaint, before the data was then ultimately confirmed to be “unreliable”.

In any event, I note that the underwriters of the policy have confirmed to this Office that as a direct result of the First Complainant’s experience, the telematics supplier was changed.

I accept from the documentary evidence before me that the Company checked the speeding alert of 222 kilometres per hour recorded by the First Complainant’s telematics device at 3.09pm on 25 June 2017, with the telematics supplier on 28 June 2017, prior to it sending the First Complainant the policy cancellation notice, and that the telematics supplier in reply, confirmed to the Company that the data was accurate. However, I note that it was only following a telephone call from the First Complainant on 29 June 2017 when he questioned the speeding event and complained about the imminent cancellation of his motor insurance policy, that the Company then requested from the telematics supplier, a detailed analysis of trip data for the speeding event in question.

The consequences for a policyholder where his or her motor insurance policy is cancelled are severe and the person who finds themselves in such a position will find it both difficult and expensive to obtain alternative motor insurance with another Provider.

As a result, I take the view that it would have been prudent and reasonable and more appropriate for the Company to have sought a detailed analysis of trip data for the suggested speeding event, from the telematics supplier in order to fully verify this event before issuing the notice of policy cancellation, particularly in circumstances such as these where the speeding event was a single event of such excessive speed that the policy terms and conditions provide for the cancellation of the motor insurance policy based on that one event alone. I note that if the Company had done so in this instance, it would have been advised by the telematics supplier as it was on 11 July 2017 that the data was unreliable and it would not have had any reason to issue the policy cancellation notice. In this regard, I do not consider it best practice for the Company to seek a detailed analysis of trip data for a speeding event from the telematics supplier after it has already issued the policyholder with a policy cancellation notice arising from that speeding event.

I accept that the Company did not ultimately cancel the First Complainant’s motor insurance policy and that his cover remained uninterrupted and in force throughout its annual term. Consequently, there is no impediment as a result of this matter, to him seeking insurance with another Provider into the future, or renewing his cover with the underwriters in question. However, given the very severe consequences that cancelling a motor insurance policy has for a policyholder, the notification of an imminent policy cancellation due to an event such as excessive speeding was understandably stressful for the First Complainant and I note that he had to make a number of telephone calls to the Company to resolve the matter. In addition, it is somewhat inevitable where there is more than one named driver on the policy that a policy cancellation notification due to excessive speeding can cause considerable confusion and discord amongst the persons listed on the policy, here a father and son, particularly when the policy cancellation notice itself does not provide key

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information such as the exact speed, time or even the exact date of the speeding event, as was the case in this instance. I have no doubt that this was an extremely stressful experience for the Complainants, made all the worse by the First Complainant's occupation as a professional driver.

Taking into account the arrangements between the Company and the underwriters however, I am satisfied that it is the underwriters which retain the responsibility for that incorrect cancellation notice issued by the Insurance Intermediary on behalf of the underwriters; the underwriters cannot remove themselves from a decision to cancel cover, simply by agreeing to have the administration of the policy effected by another separate entity, in this instance, the respondent Company. In my opinion such an arrangement whereby the company was authorised to issue cancellation notices on behalf of the underwriters, constituted an "outsourcing" within the meaning of Central Bank of Ireland's Consumer Protection Code, and consequently, it is the underwriters of the policy which bear the responsibility for the Complainants' dissatisfaction and distress caused by the actions taken by the Company on its behalf.

I note that the Company offered the First Complainant the opportunity to have the newest telematics device provided by its new telematics supplier fitted for free. If the First Complainant continues to hold a policy via the Company and has not yet availed of this offer, then this is a matter for the First Complainant as to whether he now wishes to accept this offer and, in that event, it will be for him to advise the Company accordingly.

I note that the Company also offered the First Complainant the amount of €300 for the upset caused by the notice of cancellation issued on the policy. Whilst the wrongful notice of cancellation issued by the Company on behalf of the underwriters, is a matter for the underwriters, I nevertheless take the view that the Company also has a case to answer to the first Complainant, insofar as his interactions with the Company appear to have left him utterly unaware that its communications with him, were in fact on behalf of the underwriters of the policy, with which his cover was held.

When the Company advised the First Complainant on 28 June 2017 that his motor insurance policy would be cancelled on 11 July 2017, it advised that

*"[The Company] has recorded that you have driven above 160KPH. As most serious accidents are caused by excessive speed it is imperative that you drive within the speed limit.*

*Unfortunately due to the level of excessive speed we have no alternative but to cancel you[r] policy on **11/07/2017**".*

Nowhere in this communication is it made clear that the cancellation notice is being issued on behalf of the underwriters. Indeed the First Complainant has at all times believed that his insurance was with the Company, when in fact the Company was rather an insurance intermediary. I believe that the Company has a case to answer to the Complainants in that regard. No policyholder should be confused regarding the role of a financial service provider with which that person is interacting. It is the duty of every such financial service provider

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to ensure that information is made available regarding its role, in a clear and comprehensible fashion.

As a result, I direct as outlined below, that the Company pay the First Complainant a compensatory payment in the amount of €500 to an account of his choosing, within a period of 35 days of the nomination by the First Complainant of account details to the Company.

It is my Decision therefore, on the evidence before me that this complaint is partially upheld.

### **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)(g)**.
- Pursuant to **Section 60(4) and Section 60 (6)** of the **Financial Services and Pensions Ombudsman Act 2017**, I direct the Respondent Company make a compensatory payment to the First Complainant in the sum of €500, to an account of the First Complainant's choosing, within a period of 35 days of the nomination of account details by the First Complainant to the Company. I also direct that interest is to be paid by the Company 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**.

**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**

3 January 2019

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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.

