



<b><u>Decision Ref:</u></b>	2019-0044
<b><u>Sector:</u></b>	Insurance
<b><u>Product / Service:</u></b>	Car
<b><u>Conduct(s) complained of:</u></b>	Failure to process instructions Delayed or inadequate communication
<b><u>Outcome:</u></b>	Partially upheld

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

**Background**

The Complainant incepted a motor insurance policy with the Provider on **3 November 2015**, which he renewed on **3 November 2016**.

**The Complainant's Case**

The Complainant availed of the Provider's instalment facility and paid his motor insurance premium by way of a monthly direct debit on the 3<sup>rd</sup> of each month.

The Complainant emailed the Provider on **1 February 2017** to ask

*"If my direct debit doesn't go through on Friday [3 February 2017] can I set a date for you to take it again?"*.

The Provider replied to the Complainant the following day advising him that

*"If your direct debit is missed on Friday we will reapply within a 14 day period to collect the missed payment"*.

In this regard, the Complainant submits

*"I did not have enough money in my bank to cover the direct debit on 3 February so I used the new SEPA functionality whereby I can block the payment to prevent a bad standing with my bank and also to avoid bank fees for insufficient funds. I was expecting money in to my account the following week so I would have enough to cover me when the re-presentation occurred".*

However, instead of representing the direct debit payment request to his nominated bank within 14 days, the Provider cancelled the Complainant's direct debit facility and wrote to him on 6 February 2017, as follows:

*"We refer to our previous correspondence sent to you in relation to your [Provider] Insurance policy and your outstanding instalment amount. Unfortunately, we were again unsuccessful in attempting to collect this Direct Debit. Your [Provider] instalment facility has been withdrawn and we require payment for the full outstanding balance within 7 days.*

*If we do not receive payment within 7 days we will exercise our right to cancel your cover with the insurer in accordance with the Terms and Conditions under which the [Provider] Credit Agreement operates. The insurer will in turn advise you of the termination of the cover".*

The Complainant did not receive the "previous correspondence" referred to by the Provider, and the Provider has since advised that this was an error, and that in fact no previous correspondence had issued.

The Complainant contacted the Provider by way of its webchat facility on **10 February 2017** and was advised that his direct debit facility had been cancelled. However, after making further enquiries, the Agent advised that on this occasion only the premium payment due on 3 February 2017 would be reapplied for again. This payment was then collected from his bank account by way of direct debit on Monday 27 February 2017, with the following payment due to be collected on Friday 3 March 2017.

The Complainant states that in order for it to have collected the premium payment from his bank account on 27 February 2017 that *"this [Provider] created a new separate [direct debit] mandate that I did not agree to or sign for. This was created on 10 February in order to take this payment. So the payment taken from my bank account on 27 February was taken...and as it was a new [direct debit] I should have been informed of the exact date of the payment which did not happen".*

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

*"Firstly my complaint was made on 10 February 2017 and this was due to the [Provider] sending me a letter stating "we refer to our previous correspondence, we are again unsuccessful in attempting to collect this direct debit" (no previous correspondence occurred). It also stated that I had to pay the full amount of the policy within the next 7 days ...*

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*I was advised during this contact on 10 February [2017] via chat with [the Provider] that they have cancelled my direct debit and would not be reapplying. I questioned the reasoning for this and I was told "As the direct debit is cancelled your policy is up for full payment or cancellation only" although my [direct debit] was not cancelled at all, as I only blocked one payment. I advised [the Provider] that my [direct debit] was not cancelled and she went on to say "if this was a missed direct debit due to insufficient funds we would [represent]. As you refused payment we will not be reapplying for another payment" ...*

*[The Agent] eventually came back to me and said "Sorry for the delay, I did get a call in the meantime from Accounts. They advised they will reapply for the payment just this once. If you refuse a payment or miss a payment in the future it will ONLY be full payment or cancellation". Please note: this is against [the Provider's] credit agreement as it states in section 6, 'If we do not receive any monthly Direct Debit we will represent that Direct Debit approximately 20 days after that Direct Debit originally became due'. As it stood [the Provider] were reapplying for the payment again so I was expecting this payment to come out approximately 20 days after the missed payment from 3 February [2017].*

*I made a second complaint on Monday February 27 as [the Provider] only then took this payment. Bearing in mind my next payment was due on 3 March which was the Friday of the same week. I contacted [the Provider] via chat again and checked over everything again. It turns out that without my permission this [Provider] created a new separate [direct debit] mandate that I did not agree to or sign for. This was created on 10 February in order to take this payment.*

*So the payment taken from my bank account on 27 February was taken...and as it was a new [direct debit] I should have been informed of the exact date of the payment which did not happen. Furthermore my original agreed [direct debit] mandate took its payment on the Friday 3 March as it should have, which meant that my original [direct debit] was not cancelled as I was informed by [the Provider].*

*I am absolutely infuriated that [the Provider] created a new Mandate without my permission, they did not inform me of a payment date. I was also outside the representation timeframe which came as a surprise and also as it was now taken in the same week as the original mandate was due to take payment. [The Provider] has engaged in bad practice in these circumstances and from a compliance point of view extremely unacceptable. [The Provider] did not have my agreement verbally and I certainly did not sign a second mandate. I also had a call back from the finance department on 27 February about this and [the Agent] could not explain this.*

*The response to my complaints has been very poor and in no way did [the Provider] attempt to resolve it".*

In addition, in his email to this Office dated 29 December 2017, the Complainant complains that the Provider did not reinstate or restore his old direct debit but instead created a new

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direct debit mandate which he did not sign and submits *“if [the Provider] are unable to provide a mandate then the payments were unauthorised”*.

Similarly, in his email to this Office dated 9 January 2018, the Complainant submits, as follows:

*“The main thing that [the Provider] are trying to deflect from is that they are unable to provide a mandate ...*

*In addition, I have clearly not given them permission to create a new agreement as per the conversation records that they have provided”*.

In this regard, the Complainant *“would like to receive a clear written apology and sufficient compensation”*.

The Complainant’s complaint is that the Company maladministered his motor insurance policy insofar as it wrongly or unfairly cancelled his direct debit payment facility and then activated a new direct debit mandate without his permission.

#### **The Provider’s Case**

Provider records indicate that the Complainant incepted a motor insurance policy with the Provider on 3 November 2015, which he renewed on 3 November 2016. The Complainant availed of the Provider’s payment instalment facility and paid his motor insurance premium by way of a monthly direct debit on the 3<sup>rd</sup> of each month.

The Complainant emailed the Provider on 1 February 2017 to ask *“If my direct debit doesn’t go through on Friday [3 February 2017] can I set a date for you to take it again?”*. The Agent advised that the Provider would reapply for the payment within 14 days of the missed payment date but that failure to collect the payment a second time would mean that the remaining balance of the annual premium would then have to be paid in full or the policy would be cancelled.

The Provider then received notification from the Complainant’s bank that it had rejected the February direct debit payment request as refused by the debtor. In this regard, the Provider has since learnt that the Complainant had refused the direct debit payment from coming out of his account, so as not to incur any extra charges. In line with the terms and conditions of the credit agreement, the Provider wrote to the Complainant on 6 February 2015 to advise that the direct debit was cancelled and requesting payment of the outstanding balance of the annual premium was required to be paid within 7 days to maintain cover, as follows:

*“We refer to our previous correspondence sent to you in relation to your [Provider] Insurance policy and your outstanding instalment amount. Unfortunately, we were again unsuccessful in attempting to collect this Direct Debit. Your [Provider]*

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*instalment facility has been withdrawn and we require payment for the full outstanding balance within 7 days.*

*If we do not receive payment within 7 days we will exercise our right to cancel your cover with the insurer in accordance with the Terms and Conditions under which the [Provider] Credit Agreement operates. The insurer will in turn advise you of the termination of the cover”.*

While this letter referred to previous correspondence sent regarding the missed payment, the Provider acknowledges that no previous correspondence had been sent and thus the wording of this letter was incorrect and it apologises for same.

The Provider reserves the right to cancel a policy should a direct debit payment request be returned unpaid from a policyholder’s nominated bank. If a payment request is returned unpaid due to insufficient funds, the Provider will represent to the account within 14 days. However, as the direct debit payment request was, in this instance, returned unpaid from the bank due to reason code MSO2 – Refusal by Debtor, the Provider invoked its right to withdraw the credit facility and request payment of the outstanding annual premium.

The Complainant contacted the Provider by way of its webchat facility on 10 February 2017 seeking to have his direct debit payment instalment facility reinstated, which the Company agreed to. Payments were reinstated on 10 February 2017 and as the previous direct debit agreement had been cancelled, a new unique mandate reference, a system functionality, was generated. In relation to setting up a new direct debit, following an agreement to reinstate the Complainant’s direct debits, the Provider’s system automatically generated an associated unique mandate reference. As a result, there was no requirement for the Complainant to complete a new mandate form.

Having reinstated his direct debit payment instalment facility, the Provider failed to inform the Complainant during the webchat on 10 February 2017 that in these circumstances it would represent for the missed payment due on 3 February 2017 within 7 – 15 days.

The Provider issued the Complainant with correspondence on **10 February 2017**, as follows:

*“You have elected to pay by Direct Debit and we are pleased to advise you that we have now received your signed SEPA Direct Debit Mandate.*

***Important***

*Your Unique Reference Number (UMR) is: \*\*\*\*\*”*

The Provider notes that this correspondence was automatically generated and confirmed receipt of a new mandate, which was an error. In this regard, the Provider notes that there was no requirement for the Complainant to complete a new mandate form in order for it to reinstate his direct debit payment instalment facility.

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The Complainant then contacted the Provider by way of its webchat facility on 27 February 2017 as the payment due on 3 February 2017 had been collected from his account that day. The Agent explained that the Company reapply for the missed payment(s) within 15 days of a direct debit being reinstated. The Complainant later telephoned the Provider on 20 March 2017 and requested that his monthly direct debit payment due date be moved to the 10<sup>th</sup> of each month, which the Provider agreed to.

The Provider undertook its best endeavours to resolve the direct debit matter for the Complainant on 10 February 2017 by reinstating his direct debit payment instalment facility. The Provider acknowledges that there was a breakdown in communication when outlining the process to the Complainant and the timelines involved around representing the direct debits. Unfortunately, when the Company reinstated the Complainant's direct debit payment instalment facility, it failed to inform him that it would present for the missed payment within 7 - 15 days. The Provider accepts responsibility for the poor customer experience the Complainant received in relation to this matter. This was an unfortunate error and the Company is disappointed regarding the inconveniences and stress caused to the Complainant. As a result, the Provider offers the Complainant a goodwill gesture payment in the amount of €200.

### **Decision**

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

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

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

A Preliminary Decision was issued to the parties on 21 January 2019, 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.

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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 Provider maladministered the Complainant's motor insurance policy insofar as it wrongly or unfairly cancelled his direct debit payment facility and then activated a new direct debit mandate without his permission. In this regard, the Complainant incepted a motor insurance policy with the Provider on 3 November 2015, which he renewed on 3 November 2016. The Complainant availed of the Provider's payment instalment facility and paid his motor insurance premium by way of a monthly direct debit on the 3<sup>rd</sup> of each month.

I note from the documentary evidence before me that the Complainant emailed the Provider at 4.25pm on 1 February 2017, as follows:

*"If my direct debit doesn't go through on Friday [3 February 2017] can I set a date for you to take it again?"*

The Provider replied to the Complainant by email at 10.10am on 2 February 2017, as follows:

*"If your direct debit is missed on Friday we will reapply within a 14 day period to collect the missed payment. Please keep the payment in your account as if the payment is missed on a second occasion the policy will go for full payment or cancellation.*

*If the payment is collected on the second occasion an additional €5.00 will be added to your March payment"*

The Complainant advises that he then *"used the new SEPA functionality whereby I can block the payment to prevent a bad standing with my bank and also to avoid bank fees for insufficient funds"*. I note from the documentary evidence before me that the Complainant's bank returned the direct debit payment request to the Provider as unpaid due to reason code MSO2 – Refusal by Debtor.

As a result, I note that the Provider invoked its right to withdraw the credit facility and request payment of the outstanding annual premium and wrote to the Complainant on 6 February 2015, as follows:

*"We refer to our previous correspondence sent to you in relation to your [Provider] Insurance policy and your outstanding instalment amount. Unfortunately, we were again unsuccessful in attempting to collect this Direct Debit. Your [Provider] instalment facility has been withdrawn and we require payment for the full outstanding balance within 7 days.*

*If we do not receive payment within 7 days we will exercise our right to cancel your cover with the insurer in accordance with the Terms and Conditions under which the [Provider] Credit Agreement operates. The insurer will in turn advise you of the termination of the cover"*

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Whilst reference is made to “*previous correspondence*” sent regarding the missed payment, I note that the Provider acknowledges that no previous correspondence had been sent and thus the wording of this letter was incorrect and that it has apologised for this. It also appears that the suggestion that the Provider had been “*again unsuccessful*”, was also incorrect.

The Complainant complains that instead of cancelling his direct debit payment instalment facility, the Company ought to have represented the direct debit payment request to his nominated bank within 14 days, as it advised it would do in such circumstances in its email to him on 2 February 2017, that is, “*If your direct debit is missed on Friday we will reapply within a 14 day period to collect the missed payment*”. In addition, the Complainant notes that the ‘Credit Agreement Terms and Conditions (applying to customers who chose to pay by Direct Debit)’ section of the Provider’s Terms of Business document provides, *inter alia*, at pgs. 6-7, as follows:

- “6. *In the event of any monthly direct debit being returned unpaid, we will represent that direct debit and notify you of the approximate collection date. An unpaid direct debit charge of €5 may apply and where so, will be applied to your following month’s direct debit.*
7. *If we do not receive payment after representing for any outstanding monthly Direct Debit this will result in the cancellation of your remaining Direct Debits, with the outstanding balance becoming payable on demand”.*

However, I accept the Provider’s position that a payment returned by a policyholder’s bank due to insufficient funds, i.e. where the direct debit is “unpaid” as referred to at Condition 6 above, differs from a payment request being returned, as refused by the debtor. In this regard, I am satisfied that it is reasonable for the Provider to conclude that a payment refused by the debtor indicates an unwillingness to pay. In addition, whilst the Complainant says that he “*used the new SEPA functionality whereby I can block the payment*”, there is no obligation on the Provider to treat such deliberately refused payments in the same manner that it would treat payments that are unpaid or missed; a missed payment is different in nature from a refused payment. As a result, I am satisfied that it is reasonable that the Provider would treat a payment request refused, differently (by way of instantly cancelling the direct debit payment instalment facility) from the way it would treat a payment request returned due to insufficient funds, where it would represent for payment again, before cancelling the facility.

In any event, I also note that the ‘Credit Agreement Terms and Conditions (which applies to customers who chose to pay by Direct Debit)’ section of the Provider’s Terms of Business document also provides, *inter alia*, at pgs. 6-7, as follows:

- “18. *We reserve the right to revoke the plan at any time. In the event of this, we will notify you and the whole outstanding balance will become due. Non receipt of the outstanding balance within 7 days of it becoming due will*

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*irrevocably authorise us as your agent, to instruct the insurers to terminate your car insurance cover”.*

As a result, I am satisfied that the Provider was permitted to withdraw the credit facility “*at any time*” and to request payment of the outstanding annual premium, as it advised the Complainant in its correspondence dated 6 February 2015.

Following receipt of that correspondence, the Complainant then contacted the Provider by way of its webchat facility at 11.09am on 10 February 2017 and I note from the documentary evidence before me the following exchange:

Complainant: *I received a letter from you I would like to discuss ...*

Agent: *What was the letter in relation to?*

Complainant: *Its says “we refer to our previous correspondence we are again unsuccessful in attempting to collect this direct debit”. I have not had any previous correspondence and I have only missed one direct debit on 3 Feb ...*

Agent: *Please wait one moment while I check my system ...*

*... Ok so when we went for payment the bank refused the payment. It did not come back as insufficient funds.*

Complainant: *ok.....*

Agent: *As the direct debit is cancelled your policy is up for full payment or cancellation only*

Complainant: *My direct debit is not cancelled. Under SEPA rules I can refuse a payment without cancelling my direct debit. You guys have to try again within 14 days.*

Agent: *We apply if it comes back as unpaid due to insufficient funds. If it is refused we do not apply.*

Complainant: *Well that’s not what your customer service told me last week. I have it in writing under SEPA rules I am completely within my rights to do that and you have to present within 14 days. The direct debit is not cancelled.*

Agent: *Can you please hold one moment ...*

*... I have spoken to accounts to confirm, the bank advised the direct debit is cancelled. As we could not even apply for a payment on your account we will not retry for payment*

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Complainant: *The direct debit is not cancelled*

Agent: *Did you refuse payment?*

Complainant: *I will go the Financial Services Ombudsman about this if you don't re-present for payment. Under SEPA rules I can refuse multiple payments. I refused one. Your company can re-present.*

Agent: *What is your reason for refusing payment?*

Complainant: *If they don't it's because they have cancelled the [direct debit] agreement. I knew I would have insufficient funds. This prevented me from having a returned [direct debit] on my account and being charged a fee. Your accounts team needs to learn a bit more about SEPA if they are going to dealing with it. I mean no offence to you btw. This is just madness.*

Agent: *If we did get it as insufficient funds we would have applied again. I am just getting the credit agreement now.*

Complainant: *It's the same situation. I would like to make a formal complaint through you if your company is cancelling my direct debit and I know for a fact my bank did not tell yous that my [direct debit] is cancelled because I work for a bank and I know how this works ...*

Agent: *... Ok so on our [Provider] credit agreement statement you that we reserve the right to revoke your direct debit instalment at any time. If you want to make a formal complaint I can escalate it on your behalf or you can send a email to [\\*\\*\\*\\*\\*@\\*\\*\\*\\*\\*.ie](mailto:*****@*****.ie)*

Complainant: *You do but you would want to have a better reason than the one you have provided me with today as I have emailed this transcript*

Agent: *That is no problem. All chats and calls are recorded.*

Complainant: *Raise a formal complaint. This is ridiculous. As you reserve the right, what is your reason?*

Agent: *The payment was refused by you. We could not apply into your account.*

Complainant: *You can apply to me account. The [direct debit] is not cancelled.*

Agent: *I have been advised we will not be re-applying.*

Complainant: *Why? ...*

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*...section 7 of your agreement says if we do not receive payment after re-presenting for any outstanding monthly Direct Debit this will result in the cancellation of your remaining Direct Debits, with the outstanding balance becoming payable on demand. If we do not receive any monthly Direct Debit we will re-present that Direct Debit... This states that you will represent if a payment is missed. Why are you not doing this?*

Agent: *As advised if this was a missed direct debit due to insufficient funds we would. As you refused payment we will not be reapplying for another payment.*

Complainant: *Where does it say that in your agreement? SEPA rules allow me to do this ...*

Agent: *... Sorry for the delay, I did get a call in the meantime from Accounts. They advised they will reapply for the payment again just this once. If you refuse a payment or miss a payment in the future it will ONLY be full payment or cancellation ...*

Complainant: *...Ok, thank you, please re-present.*

I note that the Provider reinstated the Complainant's direct debit payment instalment facility on 10 February 2017 and in its correspondence dated 10 February 2017 advised, as follows:

*"You have elected to pay by Direct Debit and we are pleased to advise you that we have now received your signed SEPA Direct Debit Mandate.*

***Important***

*Your Unique Reference Number (UMR) is: \*\*\*\*\*"*

I note that the Provider states that this correspondence was automatically generated and confirmed receipt of a new mandate, which was an error as no new mandate had been completed.

In his email to this Office dated 13 June 2017, the Complainant submits that no direct debit mandate exists for the mandate used to reinstate his direct debit payment instalment facility, as follows:

*"This direct debit was set up without my permission and without a DD mandate. I have a second UMR on my bank account that I did not agree to. [The Provider] will not be able to provide...a [direct debit] mandate for the second UMR as none exists. The following is taken from [the Provider's] website:*

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***What is a UMR (Unique Mandate Reference)?***

*Unique Mandate Reference is a unique reference which identifies each direct debit mandate signed by the Debtor for any given Creditor”.*

In this regard, I note that the Provider states that there was no requirement for the Complainant to complete a new mandate form in order for it to reinstate his direct debit payment instalment facility, but that as the previous direct debit agreement had been cancelled, therefore in setting up a new direct debit, the Provider’s system automatically generated a new unique mandate reference.

I note from the documentary evidence before me that the Complainant had previously signed a direct debit mandate with the Company on 10 November 2015 which provided, as follows:

*“By signing this mandate form, you authorise (A) [the Provider] to send instructions to your bank to debit your account and (B) your bank to debit your account in accordance with the instruction from [the Provider]”.*

It would appear to me that the new unique mandate reference, a system functionality generated by the Provider’s system, was simply generated to reinstate this cancelled mandate that detailed the same payment instructions which it seems remained applicable and valid. In addition, I am mindful too that the Complainant clearly wanted to continue to avail of the Provider’s direct debit payment instalment facility and the Provider was reinstating premium payments in respect of the Complainant’s in force motor insurance cover, in order to facilitate the Complainant’s specific request for a debit to be presented again on his account. If the Complainant believes that the mandate was not a valid one, and that payment should not have been debited successfully from his account, this is a matter which the Complainant may wish to raise with his bank, regarding the debit in question.

I note that the Complainant then contacted the Provider by way of its webchat facility on 27 February 2017 as the payment due on 3 February 2017 had been collected from his account that day. I note that the Complainant complains that having reinstated his direct debit payment instalment facility on 10 February 2017, the Provider failed to advise him with a date when the missed payment due on 3<sup>rd</sup> February 2017 would be represented to his bank. That said, I note from the transcript of the webchat between the Complainant and the Provider on 10 February 2017 that the Complainant did not himself seek confirmation of this date either.

I am satisfied that in cancelling his direct debit payment instalment facility due to a refused payment, the Provider administered the Complainant’s policy in accordance with the terms and conditions of the Complainant’s policy. I am also satisfied that the Provider endeavoured to resolve this matter for the Complainant on 10 February 2017 by reinstating his direct debit payment instalment facility, as he had requested. As a result, it is my Preliminary Decision therefore, on the evidence before me that the substantive element of this complaint should not be upheld.

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I note, however, that the Provider acknowledges that the Complainant received a poor customer experience in relation to this matter and as a result it has offered the Complainant a goodwill gesture payment in the amount of €200. I agree that the Complainant received a poor service in this regard and indeed, on more than one occasion he received correspondence from the Provider, the contents of which did not accurately reflect the position. It is not adequate in my opinion, for the Provider to simply state that the correspondence was generated automatically. Such correspondence should not automatically generate unless the contents accurately reflect the events.

In those circumstances, I agree with the Provider that the level of customer service received by the Complainant was not of an appropriate standard. I also take the view that the compensation of €200 offered is inadequate, and that if the written communications issued by the Provider had been accurate in their contents, this might well have prevented the dissatisfaction which has given rise to this complaint. Accordingly, taking into account my finding that the Provider failed to make an appropriate level of customer service available to the Complainant, I intend to direct the Respondent Provider to make a compensatory payment to the Complainant in the sum of €350, to an account of his choosing, within a period of 35 days of the Complainant nominating account details to the Provider.

Accordingly, for the reasons outlined above, it is my preliminary decision 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 Provider to make a compensatory payment to the Complainant in the sum of €350, to an account of the Complainant's choosing, within a period of 35 days of the nomination of account details by the Complainant/s 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**.

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

12 February 2019

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.