



<u>Decision Ref:</u>	2019-0046
<u>Sector:</u>	Insurance
<u>Product / Service:</u>	Income Protection and Permanent Health
<u>Conduct(s) complained of:</u>	Rejection of claim – partial rejection
<u>Outcome:</u>	Rejected

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

Background

The Complainant, a teacher, became a member of a Group Income Protection Scheme in **December 1983**. The Grantees of this Scheme are a named Trade Union, the individual members of which can organise cover through the Grantees' Broker, which administers the policy. Premiums are paid by individual members by way of salary deduction. The Company is the Insurer of the policy, responsible for underwriting the applications for cover and assessing and paying claims.

The Complainant's Case

The Complainant was medically certified as unfit for work from **19 April 1996** due to Parkinson's disease. She submitted an income protection claim to the Company in **November 1996**. Based on the medical evidence received, the Company concluded that the Complainant was unfit to carry out her teaching role and it admitted her claim with effect from **9 January 1997**. This claim remained in payment for some 20 years, until 31 August 2017.

In this regard, the Company ceased payment of the Complainant's claim in line with the policy document that had come into effect on 1 April 1992 and which was in force when payment of her claim commenced in January 1997 and which provides that the "*Cessation Date means the last day of the school year during which the 60th anniversary of birth of an Insured Person occurs*", in this case, 31 August 2017.

The Complainant notes that the Company changed the cessation date for income protection claims on **1 April 2014** to age 65, for insured persons who entered or re-entered public sector teaching on or after 1 April 2004. The Complainant sets out her complaint, as follows:

“[The Company] refuse to extend my Salary Protection benefit to age 65...My complaint is that this is contrary to fair and lawful insurance regulations and also contravenes the [Grantees] guidelines which explicitly state that these amendments can vary the benefit levels under the scheme and any decisions taken are binding on all members of the Scheme ...

[The Company] contradict this stating that I am bound by the explicit terms of the Policy as it existed when I first claimed. However this policy allows for amendment increases in benefit to Insured Persons already receiving benefit...The policy also refers to renewal dates and charges to the Company at renewal – so the contract is not static.

By refusing to extend my benefit to age 65, I will be left in a very severe financial state – the decision discriminates against me, as post 2004 entrants are completely covered by benefit up to available State aid – transitional State aid has been abolished for my situation and I will be unable to obtain any non-contributory State aid until age 65. This is a genuine case where a situation designed to help members in general has left a loophole which discriminates and leaves me in a very worrying financial loss.

I suffer from Parkinson’s disease; my symptoms have meant that I am unable to work in any capacity...If I can avail of the extended benefit to age 65, as it is extended to post 2004 entrants, I will continue to cope financially with my illness. Otherwise I am in extreme hardship”.

In her correspondence to this Office dated 24 May 2017, the Complainant further submits, as follows:

“In the document of policy conditions, it clearly stated that “Benefit levels and the rate of contributions are reviewed on a regular basis”, ...

“at such reviews, the Scheme’s insurer reserves the right to increase or decrease the rate of contribution, and vary the benefit levels under the Scheme for all members or terminate the Scheme as a whole”.

Please note I base my complaint on the condition there that states “for all members”.

Furthermore, the policy condition document states that decisions taken are binding on all members and that “this is a Condition of membership” ...

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Consequently, I feel that to refuse to pass on the amendment of extending the benefits to me till age 65, as decided for entrants to Public Sector after 2004, is in direct breach of the conditions which say under review, ["vary the benefit levels under the Scheme"] for all members".

In addition, the Complainant states that *"I drew attention to other unions in public sector who have adjusted the age level for all beneficiaries of their salary protection schemes, but despite public sector pay parity, [the Company] could not see any correlation"*.

Furthermore, the Complainant *"feels this a breach of utmost good faith by which Insurance Contracts are governed and specifically this change in the contract breaching [the European Communities (Unfair Terms in Consumer Contracts) Regulations (SI 27/1995)]"*.

As a result, the Complainant seeks for the Company *"to extend [income protection] benefit to me up to age 65 please"*. In this regard, the Complainant seeks for the Company to reinstate her income protection claim from 1 September 2017, the day after it ceased payment, and continue payment of her claim until 31 August 2022.

The Provider's Case

Company records indicate that the Complainant, a teacher, became a member of a Group Income Protection Scheme in December 1983. The Grantees of this Scheme are a named Trade Union, the individual members of which can organise cover through the Grantees' Broker, which administers the policy. Premiums are paid by individual members by way of salary deduction. The Company is the Insurer of the policy, responsible for underwriting the applications for cover and assessing and paying claims.

The Complainant was medically certified as unfit for work from 19 April 1996 due to Parkinson's disease. She submitted an income protection claim to the Company in November 1996. Based on the medical evidence received, the Company concluded that the Complainant was unfit to carry out her teaching role and admitted her claim with effect from 9 January 1997. This claim remained in payment until 31 August 2017, in accordance with the terms and conditions of the Group Income Protection Scheme.

In this regard, the Company notes that the policy document that was in force when the Complainant's claim commenced had a commencement date of 1 April 1992. This policy document provided that the cessation date of an income protection claim was

"the last day of the school year during which the 60th anniversary of birth of an Insured Person occurs".

As a result, the Company continued payment of the Complainant's income protection claim until 31 August 2017, which was the 31st of August following her 60th birthday, in accordance with the applicable terms and conditions of the Group Income Protection Scheme.

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Following a review of the Group Income Protection Scheme in 2009/2010 and at the request of the Grantees, the ceasing age for claimants was increased to the 31st of August following the 62nd birthday of any insured person who entered or re-entered public sector teaching on or after 1 April 2004. At a later review in 2014 and again at the request of the Grantees, the ceasing age for claimants was further increased to the 31st of August following the 65th birthday of any insured person who entered or re-entered public sector teaching on or after 1 April 2004.

During a home visit on 28 November 2014, the Complainant asked the Company Health Claims Advisor if she could benefit from the change to the ceasing age, insofar as she asked if the Company could extend the period during which her income protection claim would be paid, even at a reduced amount. As a result, the Company wrote to the Complainant on 14 April 2015 to advise, as follows:

"I note you had some queries in relation to the National Retirement Age attached to your policy ...

The ceasing date of 31 August following a person's 65th birthday came into effect from 1 April 2014 and this applies to post April 2004 new entrants to the public sector only.

As you joined before April 2014 this does not have an effect on your claim and I can confirm that [the Company] would not be in a position to extend your Income Protection claim or reduce your benefit beyond your ceasing date of 31 August after your 60th birthday".

The Complainant later submitted a written complaint to the Company dated 24 May 2017, in relation to the ceasing age of her income protection claim and the Company wrote to her on 22 June 2017 explaining its position once again.

The Company ceased payment of the Complainant's claim on 31 August 2017, which was the last day of the school year in which she reached age 60 and which was in accordance with the terms and conditions of the Group Income Protection Scheme that were in force when her claim commenced payment in January 1997.

The Company is satisfied that it is a general principle of insurance that claims are governed by the terms and conditions of the policy in force at the time of the claim. In this regard, the Company is satisfied that the Complainant's claim is governed by the terms and conditions of the policy document that was in force at the time her claim commenced. Her claim commenced in January 1997 and at that time the ceasing age under the policy was the 31st of August following her 60th birthday. The Company notes that the Complainant's claim cannot benefit from, or indeed be negatively impacted by, any subsequent changes made to the policy terms and conditions.

The Company is satisfied that all income protection claims are governed by the terms and conditions of the policy which were in force at the date of commencement of the claim. In this regard, any subsequent changes to a policy's benefit structure or the rate of premium required only impacts active members who are in employment, who are directly affected by the changes and who are not in receipt of a claim benefit at the time the changes come into force. Following any such review a new policy document with a new commencement date is issued to reflect the changes made and any subsequent claimants would be governed by the terms and conditions of this new policy document.

In any event, the Company notes that the changes that were made to the ceasing age do not apply to the Complainant as they were only applicable to those insured persons who first entered or re-entered public sector teaching on or after 1 April 2004. In this regard, in its correspondence to this Office dated 6 April 2018, the Company questions "*how [the Complainant] feels that changes made many years after her claim commenced and which were made to cater for a specific category of teacher which she does not belong to, can somehow apply to her*".

The Company notes that it was the Grantees who sought the increase in the ceasing age for claimants who first entered or re-entered public sector teaching on or after 1 April 2004. In this regard, the Company notes that the booklet which the Complainant refers to throughout her complaint and which was published by the Grantee's Broker, ("the 2016 booklet") referred to in its Final Response Letter dated 22 June 2017, correctly refers to the fact that there are two different ceasing ages depending on a person's specific circumstances. In that regard, the relevant section of this booklet provides as follows at Page 5:

"How the Scheme works – Disability Benefit

...

*The payment of the Disability benefit will continue until you recover, go back to work, are deemed fit to return to work by [the Company], die, or right up until the end of the school year in which you reach age 60/65***, if you are permanently disabled ...*

**** If you entered Public Service before 1st April 2004: age 60 or after 1st April 2004: age 65".*

As a result, the Company notes that any active pre-2004 member who submits a claim in the future will continue to have a ceasing age at the end of the school year in which they reach age 60. As a result, there has been no change made to the ceasing age for pre-2004 members and thus the Company cannot accept that it is discriminating against the Complainant in any way, rather it is simply discharging its liability in accordance with the terms and conditions of the Group Income Protection Scheme and the cover which is in place for her.

The Complainant considers that the decision to extend the ceasing age to entrants on or after 1 April 2004 is in breach of the policy conditions and should apply to all members, however the Company cannot accept that this is the case. The Company points out that it was specifically asked by the Grantees of the Scheme to insure a higher ceasing age for insured persons entering or re-entering public sector teaching on or after 1 April 2004, which is what it has done, and all subsequent documentation provided to the members of the Scheme clearly sets out the fact that the ceasing age for members prior to 1 April 2004 remains the end of the school year following their 60th birthday. The Company cannot accept the Complainant's contention that this is contrary to fair and lawful insurance regulations or in breach of the ***European Communities (Unfair Terms in Consumer Contracts) Regulations (SI 27/1995)***.

In conclusion, the Company can only pay a claim in accordance with the terms and conditions of the policy that was in force at the time the claim commenced. When the Complainant's income protection claim commenced in January 1997, the policy that was in force at that time clearly stated that the benefit would cease at the end of the school year following the claimant's 60th birthday. Accordingly, the Company is satisfied that it correctly ceased payment of the Complainant's income protection claim on 31 August 2017 in accordance with the applicable terms and conditions of the Group Income Protection Scheme.

The Complaint for Adjudication

The complaint is that the Company acted wrongly or unfairly in ceasing payment of the Complainant's income protection claim on 31 August 2017.

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.

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A Preliminary Decision was issued to the parties 18 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.

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

The complaint at hand is that the Company acted wrongly or unfairly in ceasing payment of the Complainant's income protection claim on 31 August 2017. In this regard, the Complainant, a teacher, became a member of a Group Income Protection Scheme in December 1983. I note that the Grantees of this Scheme are a named Trade Union and the Company is the Insurer of the policy, responsible for underwriting the applications for cover and assessing and paying claims.

The Complainant was medically certified as unfit for work from 19 April 1996 due to Parkinson's disease. She submitted an income protection claim to the Company in **November 1996**. Based on the medical evidence received, the Company concluded that the Complainant was unfit to carry out her teaching role and it admitted her claim with effect from **9 January 1997**. Benefit payments continued until the Company ceased payment of the Complainant's income protection claim on **31 August 2017**, in accordance with the terms and conditions of the Group Income Protection Scheme that were in force at the commencement date of the payment of the Complainant's claim in January 1997.

In this regard, the Complainant notes that on 1 April 2014 the Company changed the cessation date for income protection claims to age 65 for insured persons who first entered or re-entered public sector teaching on or after 1 April 2004 and as a result she now seeks for the Company to reinstate her income protection claim from 1 September 2017, the day after it ceased payment, and continue payment of her claim until 31 August 2022. The Company, however, states that it can only pay a claim in accordance with the terms and conditions of the policy that was in force at the time the claim commenced and that when the Complainant's income protection claim commenced in January 1997, the policy that was in force at the time clearly stated that benefit would cease on the 31st of August following the claimant's 60th birthday.

The Complainant complains that "[the Company] *refuse to extend my Salary Protection benefit to age 65*" and she considers its refusal to be unfair, discriminatory and unlawful.

Income protection policies such as the Group Income Protection Scheme which the Complainant is a member of, like all insurance policies, do not provide cover for every eventuality; rather the cover will be subject to the terms, conditions, endorsements and exclusions set out in the policy documentation.

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In this regard, the 'Schedule' section of the applicable Salary Protection Plan policy document, the policy document that commenced on 1 April 1992 and which was in force when the Company commenced payment of the benefit to which the Complainant was entitled, in January 1997, provides, *inter alia*, as follows:

"Insured Person means each Eligible Person in respect of whom an application for insurance under this Policy has been received by and accepted by the Company.

Provided always that a person shall cease to be an Insured Person ...

(ii) upon ceasing to be eligible to benefit under the Provisions of this Policy ...

Cessation Date means the last day of the school year during which the 60th anniversary of birth of an Insured Person occurs"

Section 3, 'Duration', of the 'Provisions, Conditions and Privileges' section of this policy document provides, *inter alia*, as follows:

"Duration Subject to Provision 19 ['Residence and Travel'] Benefit shall become payable from the expiry of the Deferred Period and continue throughout disablement up to whichever of the following shall first occur:-

(iv) the Insured Person attaining the Cessation Date".

I am thus satisfied that the policy document that was in force at the time that the Company commenced payment of the Complainant's income protection benefit, clearly provides that the cessation date (when this date is to be calculated by reason of age) is the 31st of August, this being the accepted last day of the school year, after her 60th birthday.

I note that in her email to this Office dated 24 January 2018, the Complainant submitted, *inter alia*, as follows:

"[The Company] evidence relies heavily on stating that claims relate to the policy in force at date of first claim – yet they fail to provide a statutory reference for this fact".

In its correspondence to this Office dated 6 April 2018, I note that the Company replied, as follows:

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“[The Complainant] states in her letter we have failed to provide statutory evidence to the effect that claims are bound by the terms and conditions of the policy in force at the time the claims commence. However this is a matter of contract law and under contract law a contract is discharged in accordance with the terms and condition of the contract which is in force at the time the insured event occurred. In [the Complainant’s] case, this is the policy dated 1 April 1992. Any policies issued on the [Group Income Protection Scheme] in the interim have a newer commencing date, do not apply retrospectively in accordance with contract law and therefore cannot apply to [the Complainant]”.

The Company is correct in its assertion that it is a general principle of insurance that claims are governed by the terms and conditions of the policy that is in force at the time when the claimant became entitled to the commencement of the payment of benefit. (The Company refers to this as *“the insured event”* though in fact I note that the policy does not define any such *“insured event”*). I accept that such claims are not subject to amended policy documents with a commencement date after the claim has already commenced payment. This principle brings certainty to the claimant where the policy benefit is a regular payment over a period of time, as is the case with income protection, insofar as the claimant knows from the outset the terms and conditions attaching to his or her claim, regardless of for how long the claim continues in payment.

As a result, I take the view that a claimant can neither benefit from nor be negatively impacted by, any subsequent changes made to the policy terms and conditions. In this way, if, after her claim had commenced payment, the Grantee for whatever reason had chosen to reduce the ceasing age to, for example, the 31st of August after the insured person’s 58th birthday, the Complainant’s claim would have remained in payment until the 31st of August after her 60th birthday regardless, as this is what was provided for in the policy terms and conditions that were in force when her claim commenced payment. Similarly, the Complainant cannot avail of or benefit from the subsequent change in the ceasing age to the 31st of August after the insured person’s 65th birthday (for post April 2004 entrants) as this was not part of the terms and conditions in force at the time her claim commenced payment in January 1997.

The Complainant has pointed out in that regard, in a recent submission after the Preliminary Decision had issued to the parties, that in 2006 she received a letter from the Provider which set out the following details by way of notification to her:-

“During a review of the current [trade union] policy conditions, it was agreed that members will no longer be obliged to pay Term Life Assurance Premiums whilst claiming income protection benefit. This agreement came into effect from 1 April 2006 and any premiums deducted since this time will be refunded to you. I am therefore enclosing our cheque for the amount of €54.98. This represents 7 months’ premiums of €7.48 per month and also includes 5% interest as a gesture of goodwill due to the delay in issuing your refund.

Your Term Life Assurance Cover is not affected by this change. I trust you find this in order. Should you have any questions please feel free to contact me....”

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In that context, it seems that the Complainant suggests that although her claim was admitted for payment of benefit from January 1997, this alteration to the underlying policy terms with effect from 1 April 2006, was relevant to her position and is indicative of the potential for a claimant in payment to be impacted by subsequent changes made to the policy terms and conditions.

The Company has since clarified by letter dated 18 February 2019, that the life assurance benefit in place for the Trade Union in question:-

“...is a completely separate benefit provided under a separate insurance policy and is payable on the death of an insured person. Notwithstanding [the Complainant’s] income protection claim she remained an active member of the Life Assurance element of the Plan. Once a person is accepted for income protection claim, they no longer have to pay the income protection premium for the duration of their claim. However, to maintain life cover the person would normally have to continue to pay that portion of the overall premium relating to the life cover element.... However we made a decision in 2006 to provide an additional benefit to those members of the Life Assurance element of the plan who were active income protection claimants, by waiving the Life Assurance premium. This is entirely separate to the terms and conditions of the income protection policy governing her income protection claim.”

I am not satisfied that the decision of the Union and the Company to no longer require members to make Life Assurance premium payments during periods of receipt of Income Protection Benefit, could by permitting that concession, pursuant to the Life Assurance arrangement, subsequently oblige the Company to continue payment of the Complainant’s Income Protection Claim, beyond the specified date prescribed by the policy document that was in force when the Complainant’s claim commenced. This is because the increase in the “ceasing age” for receipt of benefits by claimants, which was amended in 2009/2010 and amended again subsequently in 2014, was made clear to be relevant only to any insured person who entered or re-entered public sector teaching on or after 1 April 2004. As the Complainant did not enter or re-enter public sector training on or after 1 April 2004, she was not eligible to benefit from this change.

I agree with the Complainant however, that the information furnished to her in the letter which I have quoted above regarding the removal of the requirement to pay Life Assurance premiums whilst being in receipt of Income Protection Benefit, was confusing given that it placed the Complainant in a more beneficial position than she had been when her claim first went into payment for the reasons since explained by the Company.

The Complainant also makes it clear that she considers that the decision to extend the ceasing age to insured persons who first enter or re-enter public sector teaching on or after 1 April 2004 is in breach of the policy conditions and that such a decision should apply to all members. In this regard, in her correspondence to this Office dated 24 May 2017, the Complainant submitted, as follows:

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“In the document of policy conditions, it clearly stated that “Benefit levels and the rate of contributions are reviewed on a regular basis”, ...

“at such reviews, the Scheme’s insurer reserves the right to increase or decrease the rate of contribution, and vary the benefit levels under the Scheme for all members or terminate the Scheme as a whole”.

Please note I base my complaint on the condition there that states “for all members”.

Furthermore, the policy condition document states that decisions taken are binding on all members and that “this is a Condition of membership” ...

Having reviewed the particular quotation, it would appear that the Complainant is mistaken insofar as she is not citing from “the document of policy conditions”, that is the Salary Protection Plan policy document with a commencement date of 1 April 1992. Rather she is quoting from an information booklet published by the Grantee’s Broker, i.e. “the 2016 booklet” referred to above.

However, for clarity, the section ‘**Under what circumstances can the Scheme be amended?**’ that the Complainant quotes from at pg. 29 of this booklet provides, as follows:

“Benefit levels and the rate of contributions under the Scheme are reviewed on a regular basis. The next review of the Scheme is 1st April 2019. These reviews are designed to provide [the Broker] with an opportunity to canvass the market to ensure that the best deal is being provided for members. Similarly, the reviews provide the insurer [the Company] with an opportunity to adjust the benefit levels and/or the rate of contribution in light of relevant factors such as membership level, age profile, the male/female ratio of membership, and the claims experience of the Scheme.

At such reviews, the Scheme’s insurer reserves the right to increase or decrease the rate of contribution, and vary the benefit levels under the Scheme for all members or terminate the Scheme as a whole.

[The Grantee] represents the interests of members in the Scheme, and any decisions taken in these areas by [the Grantee] will be considered binding on all members of the Scheme. This is a condition of membership and entry to the Scheme is allowed to members only on this understanding. In the event of termination or amendment of the Scheme, those members who are already receiving benefit payments under the Scheme will continue to receive those benefit payments and any subsequent increases in those benefits due under the terms of the Scheme”.

It is important to note that this information note relates to the Company’s “right to increase or decrease the rate of contribution, and vary the benefit levels under the Scheme for all members or terminate the Scheme as a whole” and the fact that “any decisions taken in these areas by [the Grantee] will be considered binding on all members of the Scheme”. In this regard, insurance policies like this Group Income Protection Scheme are subject to regular reviews, both from a pricing and benefits perspective, and I accept the Company’s

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position that any such changes to a policy's benefit structure or rate of premium required would only impact active members who are in employment, who are directly affected by the changes and who are not in receipt of a claim payment at the time the changes come into force. In this way, the Complainant is mistaken to infer from this information note that she may have an entitlement to avail of the increase in the ceasing age.

In addition, I note that the increase in the ceasing age is only applicable to those insured persons who enter or re-enter public sector teaching on or after 1 April 2014 and the Complainant does not fall into this category of members. I don't accept that the Company is discriminating against the Complainant by increasing the ceasing age for a particular category of members, namely, insured persons who enter or re-enter public sector teaching on or after 1 April 2014.

In this regard, I note that the policy treats the Complainant the same as any other member who commenced public sector teaching prior to 1 April 2004 insofar as any such member who is receipt of an income protection claim at present or who submits an income protection claim in the future, will continue to have a ceasing age at the end of the school year in which they reach age 60.

In addition, I note that the Complainant *"drew attention to other unions in public sector who have adjusted the age level for all beneficiaries of their salary protection schemes, but despite public sector pay parity, [the Company] could not see any correlation"*. In this regard, I accept as reasonable the Company's response in its correspondence to the Complainant dated 22 June 2017, as follows:

"I also note your comments regarding the [other Trade Union] schemes. I am unable to comment any further in relation to these plans other than to state that each plan is unique and negotiates its own level of cover and benefits for their members and is priced accordingly".

In any event, I note from the documentary evidence before me that it was the Grantee of the Scheme which specifically asked the Company to insure a higher ceasing age for insured persons entering or re-entering public sector teaching on or after 1 April 2004, which is what it has done. The Company is not responsible for the benefit structure sought by the Grantee nor can it be bound in any way by the terms of other separate, albeit similar, group income protection schemes which are available on the market.

Accordingly, I am satisfied that the Complainant's income protection claim is governed by the terms and conditions of the policy document that was in force at the time her claim payment commenced. As payment of her claim commenced in January 1997, I am satisfied that the ceasing age under the policy at that time was the 31st of August following her 60th birthday and that the Company acted correctly in accordance with these policy terms and conditions in ceasing payment of her income protection claim on 31 August 2017.

In addition, I do not find that the Company has discriminated against the Complainant in any way by refusing to allow the ceasing age of her claim to increase to the 31st of August following her 65th birthday, as this is a policy change that took effect on 1 April 2014, some 17 years after her claim had commenced payment, and is noted in any event to be only applicable to members who entered or re-entered public sector teaching on or after 1 April 2004.

Conclusion

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

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

**MARYROSE MCGOVERN
DIRECTOR OF INVESTIGATION, ADJUDICATION AND LEGAL SERVICES**

26 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.