An tOmbudsman Seirbhísí Airgeadais agus Pinsean
Financial Services and Pensions Ombudsman

Decision Ref:	2019-0130
Sector:	Insurance
Product / Service:	Household Buildings
Conduct(s) complained of:	Rejection of claim - non-disclosure Maladministration
Outcome:	Upheld

LEGALLY BINDING DECISION
OF THE FINANCIAL SERVICES AND PENSIONS OMBUDSMAN

Background

This dispute relates to a claim made by the Complainant on his commercial farm policy of insurance. Following the making of the claim by the Complainant, the Provider voided the Complainant's policy for non-disclosure at the time of policy inception in November 2009, of a previous claim made by the Complainant. It has therefore declined to admit the claim for payment.

The Complainant's Case

The Complainant's case is set out in his Complaint Form and documentation and statements submitted to the Financial Services Ombudsman in **August 2016**.

The Complainant states that on **3 November 2009** a representative of the Provider attended the Complainant's farm in order to obtain information to provide a quote for a commercial insurance policy. The Complainant states that he informed the Provider's representative of a claim which he had made to his previous insurer in **2006**. The Complainant asserts that he invited the representative to inspect the buildings that were to be covered by the insurance policy, but that the representative declined to do so. The Complainant asserts that the representative wrote down information, and that he signed the Provider's proposal form that day, at the representative's request. The Complainant asserts that the Provider's representative indicated that signing the proposal form on that day, would save the hassle

of having to do so later on. The Complainant says that he was provided with a quote the next day, which he accepted and he states that the policy was incepted as of **16 November 2009**.

The Complainant states that on **16 November 2010** he renewed his insurance with the Provider.

He states that on **6 December 2010**, due to heavy snowfall, the roof of a cattle shed collapsed under the weight of the snow. The incident was reported and the Provider's representative attended at the Complainant's farm to inspect the cattle shed. The Complainant provided costings in respect of the repairs required which amounted to €10,505.00

The Complainant states that in late **January 2011** he was shocked to learn that the Provider was cancelling his policy because "*some material facts were not disclosed*". He said that he contacted the Provider to query what it meant as he had a clear recollection of the details provided 13 months previously.

He states that on **18 February 2011** he requested a copy of the original signed proposal in order to clear up this matter. He says that on foot of this request, he was sent a document dated **19 November 2009**.

The Complainant asserts that the proposal form furnished to him, dated 19 November 2009, which purports to carry his signature, is not the document that he signed on 3 November 2009, when the Complainant's representative visited the property and took details to enable an insurance quotation to be given to the Complainant. The Complainant states that the document provided by the Provider is a typed document, and that on 3 November 2009 the representative only had a pen and paper when she met him. The Complainant states that the signature on the proposal form furnished is dated **26 November 2009**, which was three weeks after the Provider's representative attended at his farm and the proposal form was signed by him. The Complainant notes that there is a discrepancy with the page numbering in that the document goes from page 1 to page 7, and then to page 10 and page 9, there is no page 8. He also notes that the typeface on page 10 is different from that on the other pages of the document and he does not believe that this is the document that he signed.

The Complainant states that his solicitor wrote an initial letter to the Provider on **28 March 2011** asserting that the Provider was in error in this matter. He states that the Provider replied suggesting that the Complainant should not pursue this matter any further as to do so would only lead to him incurring additional costs unnecessarily.

The Complainant states that through his solicitor he issued a data protection request to the provider on **23 May 2011**. He states that on 6 August 2011 he received documentation relating only to the claim in respect of the roof. He states that, after he brought it to the attention of the Data Protection Commissioner, he received more documentation from the Provider on **2 September 2011**, however he states that he has never received a copy of the proposal form he signed on 3 November 2009.

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The Complainant disputes that the cause of the cattle shed roof collapsing was rotting timber and he asserts that it was in fact caused by the large quantity of snow on top of it and that it had collapsed under the weight of this. He states that the shed was in daily use at the time and was maintained in good condition. He asserts that he was able to stand on the roof itself the previous year when he states that he painted the shed roof. He further asserts that his present insurers are providing cover for the other portions of the cattle shed, and have inspected it previously and therefore it is in sufficiently good condition to obtain insurance cover.

The Complainant states that the consequences for his business of the Provider cancelling his policy of insurance were devastating. In particular, the Complainant states that he found it difficult to secure insurance elsewhere and it impeded his ability to use certain machinery on public roads and to therefore tend to livestock and crops adequately. This also impacted on his employers and public liability, as the Complainant was required to indicate on further insurance applications that he had had a policy cancelled for non-disclosure.

The Complainant seeks to have the policy reinstated, the claim honoured and paid and to receive compensation.

The Provider's Case

The Provider's position is set out in its response and documentation provided.

The Provider states that the policy was incepted on **16 November 2009**, when the Provider's representative called to the Complainant's property and provided a quote based on information given by the Complainant, which the Complainant accepted. The Provider states that it does not have documentation on file arising from the visit of its representative in November 2009, and that the particular representative no longer works there. It states that it is unable to confirm what method of communication was used by the Provider's representative to provide the details of the quote given to the Complainant by the Provider. It states that it does not have a manual proposal form on file signed by the Complainant from this visit, but it does accept that the Provider's representative would have collated the information provided by the Complainant and requested that he sign it.

The Provider asserts that on **19 November 2009** after the policy was incepted, policy documents were sent to the Complainant and included in this was his proposal form, based on the details the Complainant provided to the Provider's representative. The Provider states that on **2 December 2009**, the signed proposal form was received signed by the Complainant and dated **26 November 2009**.

The Provider asserts that the proposal form includes the following question which was answered "**No**" by the Complainant;

> *"(4) Has the Proposer or any Partner, Principal or Director (in connection with this or any other business in which you or they have been trading in) suffered any*

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> *loss, made any claims or been involved in any accidents which have or could have resulted in a claim in respect of the risks proposed within the last five years."*

The Provider state that no claims details were noted on the proposal form returned to it and the form was signed and dated by the Complainant. The Provider has furnished a copy of a signed declaration which it purports is that of the Complainant and is dated 26 November 2009. The Provider states that the Complainant had a duty to ensure that all information noted within this form was correct.

The Provider states that on **6 December 2010** it was notified by the Complainant that half the roof of his shed had collapsed due to snow. The Provider states that it instructed a Claims Manager to investigate this claim and he attended at the Complainant's property on **7 December 2010** and due to the condition of the shed a decision was made to instruct an engineer to view the damage.

The Provider states that on **20 December 2010** the engineer attended at the property and furnished a report on the damage. The Provider states that the engineer's report indicated that the timbers and in particular the wall plates on the external concrete walls, and the centre supports were in a very poor condition, and were effectively rotten. The engineer concluded that the ultimate collapse of the structure was due to the fact that the timber plates were practically totally rotten. The Provider states that in line with Section 14 of the CPC it had taken reasonable steps to verify the validity of the claim, before making a decision on its outcome.

The Provider refers to the General Policy Conditions of the Complainant's policy documents, where it states:

> "*Precautions:*
> *The Insured shall take all reasonable precautions to prevent accidents and shall take all reasonable steps:*
> *a) To comply with all applicable statutory requirements and to maintain their ways, works, machinery, plant and Premises in good order and repair,*
> *b) To ensure that their Products are free from defect and fit for the purpose intended before possession thereof is relinquished to others."*

The Provider states that it found out during the course of its investigations that the Complainant had made a previous claim with his previous insurer for storm damage to a shed. This claim had been settled. The Provider asserts that the Complainant failed to disclose this claim at the inception of the policy and on the proposal form returned to the Provider by the Complainant it was not noted. The Provider asserts that this amounts to material non-disclosure and the Provider's underwriting department made the decision to void the policy *ab initio*. The Provider states that the Complainant did not inform the Provider of his contention that he had informed the Provider on 3 November 2009 of the previous claim, until he made this complaint to the Financial Services Ombudsman.

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The Provider also asserts that quite apart from the non-disclosure, the Provider is entitled to not pay out on the policy on the basis of the Complainant's failure to take reasonable precautions to keep the cattle shed in good order and repair. The Provider relies on the engineering report that concluded that the cause of the roof collapsing was the fact that the timber had become rotten, which it says demonstrated that the building was in poor condition, prior to the incident.

The Provider states that on 18 February 2011 the Complainant requested a copy of the signed proposal form, which it says that it issued to the Complainant on 21 February 2011. The Provider states that it does not hold any proposal form on file for the Complainant signed on 3 November 2009. It states that the only signed proposal form it has from the Complainant is the one received a month later, on 2 December 2009. The Provider acknowledges that there is no page 8 in the document furnished to the Complainant but states this is an error in the numbering of the pages prior to printing. It notes the font on page 10 is different but states that this is the original document.

The Provider indicates that on 25 January 2011 it refunded to the Complainant his total premium since inception.

The Complaint for Adjudication

The complaint for adjudication is that in January 2011, the Provider wrongfully voided the Complainant's policy of insurance and declined to pay out on his claim.

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 11 March 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

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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.

It is clear from the Complainant's submissions that he takes issue with the format and contents of the copy proposal form held by the Provider on its file in relation to the policy of insurance which is the subject of this complaint. The Complainant has pointed out that he signed a proposal form that had not been "*typed*" when the Provider's representative attended at his farm on 3 November 2009. The Provider however, maintains that the proposal form in question, where the policyholder's signature is dated 26 November 2009, was sent to the Complainant after the representative's visit, to enable him to review the details which had been entered and return that completed proposal form to the Provider for its records.

It is not disputed by the Provider that its regional sales manager had called to the Complainant's property and that, "*based on the information provided a quote was offered to the Complainant which he accepted*". The Provider has confirmed that it is "*unable to confirm what method of communication was used by the regional sales manager to provide the details to us*".

This is disappointing. It seems that the regional sales manager neglected to preserve the notes of the meeting with the Complainant on foot of which a quotation was made available to him and indeed, I am conscious of the duties of the Provider pursuant to the Consumer Protection Code 2006 which placed an obligation on the Provider in relation to "*Consumer Records*" to maintain, at least:-

> *"…*
> *(f) All documents or applications completed or signed by the consumer*
> *(g) Copies of all original documents submitted by the consumer in support of an application for the provision of a service or product.*
> *…".*

Owing to the failure of the regional sales manager to preserve the notes from the meeting or to preserve a copy of any handwritten proposal signed by the Complainant in the course of the meeting on 3 November 2009, the investigation of this complaint must proceed on the basis only of the limited documentation which is now available regarding these events.

Insofar as the later proposal form containing a signature dated 26 November 2009 is concerned, it is instructive to note the contents, given that the proposal form sent to the Complainant by the Provider at that time, represented the regional sales manager's confirmation of the details which it was important for the Provider to note at that time.

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In that regard, I note that at Section 2 of the proposal form, headed "*Farm Property (Outbuildings, Stock & Machinery)*" the following details are noted prior to the list of the description of the buildings and their use:-

> *"This provides standard cover for fire, lightning, explosion, earthquake, subterranean fire, aircraft, impact, riot, civil commotion, malicious damage.*
> ***N.B. Storm cover only available inspection of outbuildings. Additional premium will apply.***
> *Please provide a sum insured in respect of each separate building as per sketch provided on Page 10 of this proposal form. Please state if building is heated in any form in the underwriting notes *N.B. Please refer slurry pit to underwriting.*
>
> *…*

Plan No.	***Location of Farm***	***Description /use***	***Flood Cover?***	***Standard construction***	***Sum Insured***	***Storm Cover?***
1	*Farm 1*	*5 Bay Hayshed & Leanto*	*Y*	*€100,000*	*Y*	*N*
2	*Farm 1*	*Lofted Range of Stores Leanto*	*Y*	*€ 50,000*	*Y*	*N*
3	*Farm 1*	*Lofted Cattle Shed*	*Y*	*€ 25,000*	*Y*	*N*
4	*Farm 1*	*Rounded Roofed Double Cattle Shed*	*Y*	*€ 50,000*	*Y*	*N*

> *….*
> *Do any of the buildings listed above for which storm cover is being taken out have a flat roof? N."*

It is clear from the proposal form in that instance that cover for storm damage could only have been made available by the Provider, following the inspection of outbuildings.

I also note that the cattle shed which is the subject of this complaint was covered for storm cover which, on the basis of the Provider's protocol for making such cover available, is indicative of the Provider having been satisfied on inspection of those outbuildings at the time of the policy inception, that it was appropriate to provide the cover in question. Following the section quoted above, immediately below there is a section to be completed under the heading "*Underwriting Notes*" and I note that there was no entry in that field. Likewise, there was no entry "*If construction is not standard as described below*".
On Page 6 of the proposal form the final portion of the form contains a final heading entitled "**General Questions**" and I note in that regard the following entries:-

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"…

(4) Has the proposer or any partner, principal or director (in connection with this or any other business in which you or they have been trading in) suffered any loss, made any claims or been involved in any accidents which have or could have resulted in a claim in respect of the risks proposed within the last 5 years? N

…

(7) Is the property to be insured in a good state of repair and good structural condition and will be so maintained whilst the policy remains in force? Y

…".

It is also notable that the "*sketch provided on Page 10 of this proposal form*" does not in fact appear on the page which is marked "Page 10" and rather appears as an addendum to the form with a different numbering which is out of sequence.

I also note from the evidence supplied that the Provider's printout of entries for the policy in question notes that the policy was to go into effect from 4 p.m. on 16 November 2009 with a premium payable of €3,350 as per the Provider's representative's instruction. A subsequent note however, notes that the policy is to go into effect at that time and on that date but the premium was reduced to a figure of €2,300 representing a 34% discount as per the instructions of the Provider's regional sales manager.

I am satisfied on that basis that the Provider's representative was of the opinion when the proposal form was being prepared for signature, that the property to be insured was in a good state of repair and good structural condition. I am also satisfied that the Provider's representative took the view that it was in order to provide storm cover to the Complainant in respect of the buildings in question, against the background of the Provider's protocol that storm cover was only to be made available after inspection of the outbuildings.

It is difficult, in those circumstances, to understand how a little over 12 months later, the Provider formed the opinion that "*Timbers and in particular wall plates on the external concrete wall and the centre supports are in very poor condition and are effectively rotten through*", per its consultant engineer's report dated 9 January 2011, following an examination of the site of the event on 20 December 2010.

By way of comparison, arising from a site visit completed on 7 December 2010, more immediately after the event giving rise to the claim, the Provider's internal notes include the following details:-

> *"From what I could see while I was there, the place in general is in good condition, but obviously was not clear to see all with the amount of snow on the ground and the roofs and walls of the sheds.*
>
> *…*

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The roofs where (sic) *covered in a heavy layer of snow so I took some photos of what I could see while I was there. This roof will need to be examined again when this snow has thawed as I can see more then.* [The Complainant] *had locked the door going into the shed as it was too dangerous to leave the way it was, it would not take much to make it fall down completely to floor level. I took some photos through the opening at the end of the building but did not go inside. It is being supported now by the walls of the shed and there is considerable weight on the roof. From what I could see the wall plates are starting to rot but until the snow is gone I cannot see the full extent of the damage.*

…

INDEMNITY ASSESSMENT:

Details of cover in place:	*Storm cover is in place here.*
Your opinion on indemnity:	*I feel* [policyholder] *should be indemnified.*
Has [policyholder*] fulfilled their obligations in accordance with their policy:*	*Yes*

…

Can we determine what caused these buildings to collapse?

In my opinion it is double-barrelled as in the wall plates where (sic) *starting to rot and then the weight of the snow would have caused it to collapse in the end.*

…

How much snowfall was in this area? I measured 1.5FT across his yard yesterday.

…

Confirm if these buildings match the description in the schedule? They do match what is in the schedule.

Statement from [policyholder]

> *"Yesterday morning when I came outside at 8 AM I noticed it down, there was no indication of any sagging or anything beforehand. The roof has been covered in snow since last wed. The roof has moved away from the wall of the adjoining shed. The snow lying on the roof obviously put too much weight on it and then collapsed in."*

…".

I note that within the internal notes a further record was added on 16 December 2010 to the effect that the policyholder had been in contact to advise that "*the roof of the shed had now fallen in completely so it was slightly safer now as there was no risk that it could fall on something or someone*".

In circumstances where storm cover was made available by the Provider on the basis that it had inspected the outbuildings in November 2009, and considered it appropriate for that element of cover to be made available, and given that when the initial site inspection took place on 7 December 2010 the Provider's internal comments noted that the timbers were "*starting to rot*", I am driven to the conclusion that although the Provider's engineer noted some weeks later that the timbers were "*effectively rotten through*", that such damage, if it was present earlier, was difficult to identify both in early December 2010 and also in November 2009 when the policy cover was put in place.

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I am conscious that the policyholder, the Complainant, was under an obligation to take all reasonable precautions to prevent accidents and to take all reasonable steps to maintain the premises in good order and repair. Taking into account the evidence made available, I am of the opinion that the Complainant did not breach this obligation as the evidence available indicates that there were no apparent signs of a weakness in the timbers or the rotting process, which was first noted by the Provider's representative immediately after the event.

The Provider's initial internal comments make clear the opinion that the cause of the damage was the combination of the weakness identified in the timber and the weight of the snow on the roof. I am conscious in that regard that the meteorological report for the relevant period makes clear that December 2010 was the "*coldest December on record*" almost everywhere in Ireland, with daytime temperatures close to freezing, while minimum values dropped below minus 15˚C in parts of Leinster on 3 December 2010. I am conscious that the event giving rise to this claim and ultimate complaint occurred in Leinster, having been discovered on the morning of 6 December and the meteorological report confirms that "*at some Leinster stations, the lowest temperatures were recorded between the 3rd and the 7th*". During the month of December "*almost all parts of the country received snowfall at times, with most persistent falls over Leinster*". Indeed, quite apart from the meteorological details which are available, I am conscious that it is widely accepted that during December 2010 the country, and particularly, Leinster, experienced somewhat unprecedented levels of snowfall.

Accordingly, whatever faults lay within the timbers of the outbuilding, which were not apparent at the time when the policy was put in place, I am satisfied for the reasons outlined above that the Complainant did not breach his obligation to take reasonable steps to ensure that the premises was in good order, and I am also satisfied that the proximate cause of the damage was the heavy snowfall in early December 2010, which led to the roof collapsing.

I am satisfied therefore that, in the normal course, the Complainant's claim ought to have been indemnified pursuant to the terms of the policy. I note however, that a decision was made by the Provider to void the policy in circumstances where it discovered in the course of the claim investigation that the Complainant had made a claim to his previous insurer in 2006, leading to a benefit payment of €660.

It is certainly notable that on the proposal form containing the signature, dated 26 November 2010, the general questions including the question quoted above regarding previous claims is answered with an "*N*" indicating that there were no such previous claims, within the previous 5 years.

I am satisfied that a proposer for insurance has an obligation to make available all relevant details pertaining to the risk to be underwritten by the insurer, including where requested, details of all previous claims. Insurance contracts are contracts of utmost good faith, wherein the failure to disclose information allows the Insurer to void the policy from the outset and refuse or cancel cover.

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Once non-disclosure takes place – whether it be innocent, deliberate or otherwise – the legal effect of that non-disclosure can operate harshly, and it entitles an Insurer to, amongst other things, void cover, as the Provider has done in this instance.

This Office is aware that the courts have considered the issues surrounding non-disclosure of material facts. In this regard, in *Aro Road and Land Vehicles Limited v. Insurance Corporation of Ireland Limited* [1986] I.R. 403, the Court determined that representations made in the course of an insurance proposal form should be construed objectively, Henchy J said that *"[a] person must answer to the best of his knowledge any question put to him in a proposal form"*. In *Coleman v. New Ireland Assurance plc t/a Bank of Ireland Life* [2009] IEHC 273, Clarke J held that a party could only be subject to having his or her policy of insurance voided because of the manner in which they answer a proposal form if he or she failed to answer "*such questions to the best of the party's ability and truthfully"*.

I am also cognisant of the views of the High Court in *Earls v. The Financial Services Ombudsman* [2014/506 MCA], when it indicated, *"The duty arising for an insured in this regard is to exercise a genuine effort to achieve accuracy using all reasonably available sources"*.

I am however conscious, in this instance, that the regional sales manager's notes of the conversation had with the Complainant in early November 2009 are not available, notwithstanding the Provider's obligations to keep such records in accordance with the Central Bank of Ireland's Consumer Protection Code 2006. In those circumstances, there is a dearth of evidence on which to conclude as to whether the failure of the Provider to note the details of the previous claim to the Complainant's previous insurer in 2006, arose as a result of the Complainant failing to disclose those details to the regional sales manager, or alternatively arose as a result of the regional sales manager failing to transfer those details from her notes of the site visit to the formal typed proposal, when the proposal documentation was prepared for issue to the Complainant for signature. I am satisfied, given the failure of the Provider to preserve the notes in question that it is appropriate to give the benefit of the doubt to the Complainant in that respect, and that therefore the Complainant should not be prejudiced by the absence of those details in the typed proposal form. In coming to this conclusion, I am also conscious that the value of the previous claim in 2006 could well be categorised as a "*de minimis*" claim, given that the ultimate benefit was limited to a figure of €660.

I am mindful in that respect that **Section 60(2)** of the ***Financial Services and Pensions Ombudsman Act 2017,*** provides that:

> *A complaint may be found to be upheld, substantially upheld or partially upheld only on one or more of the following grounds:*
> *…*
> *(c) although the conduct complained of was in accordance with a law or an established practice or regulatory standard, the law, practice or standard is, or may be, unreasonable, unjust, oppressive or improperly discriminatory in its application to the complainant;*

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In those circumstances, having considered these issues at length, I take the view, for the reasons outlined above, that it is appropriate to uphold this complaint.

I am conscious that a significant period of time has elapsed between the date of the claim for damage and the date of this Preliminary Decision. It is unclear to me why the complaint was not made to the Financial Services Ombudsman until late 2016, given that the Provider communicated its decision to void the policy for non-disclosure and to decline the claim for benefit, in early 2011. Whatever the explanation for that delay, I set out below my directions to the Provider, to mark my decision in this complaint, which is upheld.

Conclusion

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

- Pursuant to ***Section 60(4) and Section 60 (6)*** of the ***Financial Services and Pensions Ombudsman Act 2017,*** I direct the Respondent Provider

  1. To rectify its conduct by reinstating the Complainant's policy of insurance and amending its records so as to ensure that the policy is noted to not have been voided in 2011, on the basis of non-disclosure of material facts.

  2. To issue a letter of explanation to the Complainant for any future use he requires, confirming that the Provider in January 2011 wrongfully voided the Complainant's policy of insurance which was in place for the period 16 November 2010 – 15 November 2011, but that following an investigation by the Financial Services and Pensions Ombudsman, this error was rectified on the basis that the Complainant's policy should not have been voided by the Provider on the suggested basis of non-disclosure of material facts.

  3. To make a compensatory payment to the Complainant in the sum of €10,000. This is to take account of the Complainant's difficulties as outlined above at Page 3, at the end of "*The Complainant's Case*", arising from the wrongful voiding of his policy of insurance, noting however that a period of more than 5 years elapsed before the Complainant sought to maintain this complaint against the provider. This payment is to be made to an account of the Complainant's choosing, within a period of 35 days of the nomination of account details by the Complainant to the Provider. I also direct that interest is to be paid by the Provider on the said compensatory payment, at the rate referred to in ***Section 22*** of the ***Courts Act 1981***, if the amount is not paid to the said account, within that period.

  4. To admit the Complainant's claim for payment. It will be a matter for the parties to work together to overcome any logistical difficulties to reach agreement on the assessment of the value of the claim, taking into account the passage of time and such steps taken by the Complainant, if any, regarding the work required on

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the outbuilding in question, since the occurrence of the events of December 2010.

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

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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

1 May 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.