



<u>Decision Ref:</u>	2019-0131
<u>Sector:</u>	Insurance
<u>Product / Service:</u>	Household Buildings
<u>Conduct(s) complained of:</u>	Rejection of claim - non-disclosure & voiding Claim handling delays or issues
<u>Outcome:</u>	Rejected

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

Background

The Complainant incepted three different policies of insurance with the Provider in respect of a rental property which he owned and let to tenants, on the following dates:

Policy ending **7520** – 06 January 2010

Policy ending **7330** – 08 February 2011

Policy ending **4611** – 10 April 2012 and renewed annually.

The Complainant had also incepted a Policy of Insurance with the Provider in respect of his private home (Policy **0598**) on **03 May 2004**, which Policy was renewed yearly until it lapsed on **31 May 2011**.

Following a leak from a water tank at his home, which occurred on **25 December 2009**, the Complainant submitted a claim under this Policy, **0598** on **06 January 2010**. Benefit in the sum of €4,052.16 was subsequently paid by the Provider, on **23 February 2010** to allow repair work to commence, with the remainder of the claim settlement issued to the Complainant on **03 May 2010**.

In **February 2016**, an oil leak occurred at the Complainant's rented property. The oil escaped onto the neighbouring property and caused significant damage to his neighbour's garden. The Complainant reported the incident to the Provider, which proceeded to appoint a Loss

Adjusting Firm in respect of the matter. The Complainant submitted a claim form to the Provider dated **23 February 2016**.

The Provider subsequently declined to pay benefit pursuant to the claim submitted and further made the decision to void policies **7520, 7330** and **4611**, which had been incepted over the rental property, on the basis of the non-disclosure of the escape of water claim, which had occurred on policy **0598**, in 2009.

The Complainant's Case

The Complainant's rental property suffered an oil leak at his rental property, on or about **16 February 2016**. The oil was noticed by his neighbour as it had escaped onto his property and damaged his garden. The Complainant reported the incident to the Provider, which appointed a Loss Adjusting Firm to investigate the matter.

The Complainant submitted a claim form to the Provider dated **23 February 2016**.

The Complainant appointed a Public Loss Assessor to act on his behalf and this Loss Assessor acts as his representative in respect of the within complaint. The Complainant has submitted that when the Loss Adjusting Firm appointed by the Provider inspected the damage occasioned by the oil leak (on **01 March 2016**), it advised the Complainant to instruct a third party, an oil remediation company, to look after the reparation works. The Complainant submits that he accordingly instructed this third party to carry out works, on the basis of the Loss Adjuster's advice. The Complainant submits that the third party completed initial investigation works, on **10 March 2016**.

The Complainant submits that on **10 May 2016**, the Complainant received a letter from the Provider, which stated that policies **7520, 7330** and **4611** which had been in place in respect of the rental property, were being voided due to the non-disclosure of a previous claim, on a separate Policy (**0598**) which he held with the Provider, in relation to his private dwelling house.

The Complainant submits that he had been insured with the Provider since 2006, on both properties, and that he had not held any property insurance with any other Provider, during the previous 10 years.

The Complainant submits that because both policies were entered into by the Complainant with the Provider, the Complainant presumed that it had his full information and history.

The Complainant submits that the Provider acted wrongfully and/or unfairly in voiding the policies in question and returning the premium payments.

The Provider's Case

The Provider submits that the Complainant incepted a policy of insurance (**0598**) in respect of his dwelling house, on **03 May 2004**.

The Provider submits that the Complainant subsequently incepted 3 different policies with a different risk address, namely his rental property.

It says that cover was in place, in respect of this rental property address for the following periods:

- from 06 January 2010 to 06 January 2011;
- from 08 February 2011 to 08 February 2012;
- from 10 April 2012 to 10 May 2016.

The Provider submits that as each of the first two policies lapsed at renewal and as there were gaps in cover, replacement policies had to be set up, in line with its procedures.

The Provider submits that when a replacement policy is set up, the customer must go through the full new business process again and that this includes the questions and declarations associated with a proposal of insurance.

The Provider submits that at the inception of all three policies in respect of his rental property, the Complainant had advised that he had not had any household claims, within the previous 3 years.

The Provider submits that on **25 February 2016** it was notified of an escape of oil at the Complainant's rental risk address. It further submits that a subsequent 'Insurance Link' check, which it carried out, revealed that a previous claim had occurred on a policy held by the Complainant within three years of inception of all three of his rental property Policies (on Policy **0598**).

The Provider submits that the matter was referred to its Underwriting Department for consideration. The Provider submits that the decision was taken to treat all three of the Complainant's policies in respect of his rental property as void, due to non-disclosure of the previous claim, at the time of inception of each of the properties.

The Provider submits that having taken this action, it received a complaint from the Complainant's representative on the basis that the Complainant had not disclosed the previous claim when incepting the new policies, because he didn't think he had to, as the previous claim had also been made to and paid by the Provider.

The Provider submits that whilst it acknowledges that the previous claim had occurred on one of its policies, it was in respect of a different risk address. The Provider says that, furthermore, the previous claim that had come to light, was on a policy which had been incepted via a third party provider and that the Provider did not have access to those claims records.

The Provider submits that it responded to the complaint by advising that the Complainant had made a declaration confirming that he had disclosed all material facts at the inception of all three policies, but that it had come to light that he had failed to do so.

The Provider submits that as the previous claim occurred at a different risk address than the risk that was proposed under the policies for the rental property, it would have been difficult for it to have made a correlation between the two policies.

The Provider submits that the Complainant's previous claim had occurred within three years of the inception of each of the three policies, and had it been declared, it would have placed the Complainant, as proposer, outside of its acceptance criteria.

The Provider further submits that at the time of inception of each of the three policies in question, insurers were prohibited from using "Insurance Link" to determine the claims history of proposers and that it therefore relied solely on the answers provided by the Complainant.

The Provider submits following engagement with the Complainant, it reviewed its decision again but says that it ultimately decided to maintain the decision to void all three policies on the basis that there had been non-disclosure of a material fact on three separate occasions, respectively, when each of the policies were incepted.

The Complaint for Adjudication

The Complainant's complaint is that the Provider has acted wrongfully and/or unreasonably in voiding the insurance policies he had in place and in refusing to admit the claim which he submitted on 23 February 2016.

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

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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 29 April 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.

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

I note that there are four policies relevant to this complaint:

Policy **0598**, incepted in respect of the Complainant's dwelling house on **03 May 2004**.

Policies incepted in respect of the Complainant's rental property, as follows:

Policy **7520** – 06 January 2010 to 06 January 2011

Policy **7330** – 08 February 2011 to 08 February 2012

Policy **4611** – 10 April 2012 to 10 May 2016.

I also note the following timeline of events in relation to the within complaint:

25 December 2009: Escape of water at the Complainant's home address.

06 January 2010 – Escape of water claim notified by the Complainant to the Provider in respect of policy **0598**.

06 Jan 2010 – Policy ending **7520** incepted by the Complainant over the telephone with the Provider, to provide cover in respect of the Complainant's rental property.

20 January 2010: Proposal form, signed by the Complainant, confirming that no claims had been made in the 3 years prior to the **06 January 2010**.

23 February 2010: Provider released initial payment to the Complainant to allow repair work to commence.

03 May 2010: Remainder of claim settlement issued to the Complainant.

10 Jan 2011: Policy **7520** lapsed.

08 Feb 2011: Policy **7330** incepted over the Complainant's rental property, by way of Statement of Fact.

05 March 2012: Policy **7330** lapsed.

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10 April 2012: Policy **4611** inception with the Provider by way of Statement of Fact, covering risk address of rental property. This Policy was subsequently renewed annually by way of Statement of Fact.

01 Feb 2016: Escape of oil occurred at rental property address.

25 February 2016: The Provider was notified of the incident.

25 April 2016: Provider conducted an 'Insurance Link' check and discovered a previous claim made by the Complainant on a Private Dwelling House policy held with the Provider, in respect of which €4,401.41 was paid to Complainant, following an escape of water at the property, on 25 December 2009.

The Provider has submitted that the policy on which the claim occurred (Policy **0598**) was inception via a third party provider and that it was in force from **03 May 2004** to **03 May 2011**.

09 May 2016: the Provider made the decision to void policies **7520**, **7330** and **4611**, from inception, on the basis of non-disclosure of a material fact by the Complainant when incepting these policies. (*i.e.*, that a claim had in fact occurred on a household insurance policy for a property within the previous three years).

10 May 2016: A letter issued from the Provider to the Complainant advising that policies - 7520, 7330 and 4611, were being voided ab initio on the basis of non-disclosure of a material fact.

In the course of examining the within complaint I will turn firstly to the incident which occurred on 01 February 2016, and which gave rise to a claim on the Complainant's Policy **4611**.

Oil Leakage

An oil leak occurred at the Complainant's rental property which escaped onto his neighbour's property and caused damage. The details of this are set out in some detail in the Loss Adjuster's Liability Report, dated **01 April 2016**.

The Loss Adjuster's Report states as follows:

"The insured's property is served with oil fired heating and a single skin plastic oil storage tank capable of holding 1000lt of oil located at the rear of the house. The oil is feed [sic] by underground pipe work to an external boiler which is housed in a concrete block boiler house and situate between the rear of the insured's property and timber boundary fence.

We were advised that the Insured had a leak from the feed to the oil burner which was repaired by his plumber...Subsequently the Insured's neighbour contacted [the

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Complainant] to advise that there was a problem with oil leakage into his garden, which he discovered when he was doing some planting near the boundary fence between the two properties.

The matter was then reported to insurers.

At the time of inspection we met with the Insured and [his neighbour] and a walk over site investigation was undertaken. It was clearly evident that an amount of oil had migrated into the third party's garden which will require remediation. Discussions between the Insured and third party took place wherein they both agreed to make enquiries (google searches) for a reputable oil remediation company to investigate and provide a report/estimate for the cleanup of the sites. We were subsequently contacted by [the Complainant] advising that they had agreed on the inspection of the property being undertaken by [Oil Remediation Company] and they would forward their report when same was to hand. We attach the report prepared by [Oil Remediation Company] in respect of the insured's property herewith. To date we have not received a report for the third party's property."

Regarding the nature and extent of the damage, the Report states that:

"The loss in this inst relates to the cost associated in remediation of the third party's site...Whilst costs have not being [sic] provided we would expect that the treatment of the third party's property including incidental costs will be in the region of €30,000 and suggest this figure be held in reserve, pending receipt of the actual claim submission."

I have had regard to the Site Assessment Report prepared by the Oil Remediation Company, dated March 2016, which begins by stating that:

"on 2/3/16 [the Company] was requested to carry out a site inspection on 10/3/16 and a site investigation on the same date."

Following the inspection, I note that there is an internal note of the Provider comprising a "phone message", dated **13 April 2016**, on the subject of "talks with adjuster". The message states as follows:

"I spoke with [Loss Adjuster] in [Loss Adjuster firm]. He said that [Oil Remediation Company] have carried out an inspection and produced a report but have not released it because they wanted to see what our view was in relation to cover. I told [the Loss Adjuster] to proceed and confirm cover and obtain the report and deal with the third party."

Non-Disclosure

This messages shows that, initially the Provider seemed inclined to admit the claim. It subsequently changed its position however. The change of approach can be seen within an internal email thread of correspondence of the Provider, dated 25 April 2016, on the subject of "Possible non disclosure issue", which stated as follows:

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"I was reviewing the above loss of oil claim when I did an insurance link and noted that the insured had an EOW claim with a [Provider Third Party] policy (...-0598 from 3/05/04 to 3/05/11). The DOL of the claim was 25/12/09 and €4052.16 was paid to the insured for his private dwelling situated at [address].

I see that the Insured has had several DHR policies where it appears the above claim was never disclosed on the 3 policies below despite the claim being within 3 years of the policies inception dates and if it had been disclosed it may have been over the acceptance criteria of €3500."

The Provider's Underwriting Department, replied by email dated 03 May 2016, as follows:

We are happy for claims to investigate the loss as normal on this one based on the following:

- 1. Details of the previous claim were on our system and therefore we had access to them.*
- 2. We should be looking at the current policy and in that case there was no non-disclosure as the previous claim was outside three years.*
- 3. The previous claim was on a different address and neither claim was related."*

An email was returned, in response, on **05 May 2016** which stated:

Just to clarify the previous claim was within 3 years of inception (-4611 incepted on 10/04/12 and previous claim DOL was 25/12/09) and wasn't disclosed at 3 separate occasions when the insured took out 3 separate DHR policies.

The Statement of Fact asks if the Insured has made any claim for loss, damage or liability under any Household insurance policy – therefore if the claim occurred at a different household property it should have been disclosed?

By email the same date, the Underwriter responded:

Thanks for that. Yes, apologies, I incorrectly noted the claim was o/s the three years on - 4611. I just was to get [Department] to listen back to the DHR calls to confirm SoF was completed on these and nothing was disclosed by the customer."

On **09 May 2016** the Underwriter responded further, and advised that:

"I have had [Department] listen back to these calls and the claim was not disclosed.

Given the fact that the claim amount was o/s acceptance criteria, it occurred within three years of inception of 4611 and was not disclosed we will be taking action to void the policy, therefore, the current loss would not be covered. Had we been aware of the details we would not have offered cover."

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The Agent then enquired as to whether the Underwriting decision to void the policy could be reviewed, on the basis that this Office may take the view that it should have checked its records. The Underwriter responded that:

“the [third party provider] policy was for his main residence and the DHR Policy was for a rental property therefore, there was two different addresses on the system for this person so we could not be expected to make the connection between the two policies.”

I note, however, that prior to the Provider communicating its decision to void the policies to the Complainant, the Provider had advised the Loss Adjuster, in April 2016, to go ahead and confirm cover and to obtain the report which had been prepared by the oil remediation company. I note that by email dated the 31 August 2018, the Provider has confirmed that it discharged payment of €851.16, to the remediation company on **06 July 2017**, in respect of the cost of the *“site investigation fee at 3rd party”*.

Policy Documentation

In examining the within complaint, I have had detailed regard to documentation relating to the inception of the policies in question.

The first of the three policies in respect of the Complainant’s rental property, (Policy **7520**) was incepted with the Provider on **06 January 2010**, by way of a telephone call to the provider on that date, and a subsequent proposal form, signed by the Complainant.

The letter entitled *“Confirmation of Temporary Insurance Cover”* provided, *“we are delighted that you have chosen [the Provider] as your new home insurer for the forthcoming year....Based on the details provided we are pleased to confirm cover with effect from 06/01/2010. To enable us to process your new policy and to issue your insurance schedule we require the following:*

- *A completed and signed proposal form,*
- *A completed and signed “payment options” form with your payment.*

I note that the following paragraph appears at the top of the proposal form:

YOUR HOME PROPOSAL FORM

THE DETAILS ON THIS PROPOSAL FORM ARE BASED ON THE INFORMATION SUPPLIED TO US ON 06/01/2010. PLEASE CHECK ALL THE DETAILS ON THIS FORM VERY CAREFULLY AS THEY WILL FORM THE BASIS OF YOUR INSURANCE CONTRACT WITH US. COMPLETE ANY ANSWER WHICH HAS BEEN LEFT BLANK AND IF ANY DETAILS NEED ALTERATION, PLEASE WRITE IN THE CHANGE AND INITIAL MATERIAL CHANGES TO THIS PROPOSAL MAY AFFECT YOUR QUOTATION. THIS QUOTATION IS VALID UNTIL 05/02/2010.

At the end of the first page of the proposal form the following appears:

*Any household claims/losses within the past 3 years? NO No. of claims? 0
Total cost of claims €0.*

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The following page is headed *Important* and below this it says:

“If you want to expand on any of the answers or statements overleaf, you must use this panel to do so:

Underneath that it states:

Declaration

I/we declare that the following statements are true and complete in every respect.

- A. The risk address is not in an area with a history of flooding or subsidence.*
- B. Neither I/we nor any member of my/our household:*
 - (i) Have been declared bankrupt or charged or convicted of any offence (other than a motoring offence) or have a prosecution pending.*
 - (ii) Have made a claim against any insurance company (other than that declared overleaf) for any loss damage or liability under a home insurance policy within the past three years.*
 - (iii) Have had any insurance or proposal for insurance declined or made subject to special terms.*
- C. The risk address is in good repair and will be so maintained.*

If any of the above statements does not apply or requires clarification, please give full details here: i.e. CLAIMS, etc.

Under this section there is a further section headed *“Declaration”*:

Material Facts Declaration – Continuing Obligation

As evidenced by your signature(s) below, you declare that the information given in this Proposal Form is true in every respect and that you have not withheld or misrepresented any material fact. You acknowledge that the serious consequence of failure to disclose all material information as this may lead to voidance of your policy. Such information is that which the Company would regard as likely to influence its assessment and acceptance of this insurance. You accept that you have a continuing obligation to disclose to the Company such material information immediately on becoming aware at any time during the period of this insurance of any material change that may affect this insurance or increase the risk of loss, damage or injury.

You agree that if there is any doubt as to whether or not any information is material, you will disclose it. You agree that this proposal form will form the basis of the contract between you and the Company. If any answer has been written by a person other than the undersigned, you agree that such person shall be your agent and not an agent of the company.

This policy lapsed in January 2011 and a new policy was subsequently put in place on **08 February 2011** (Policy **7330**). A new proposal of insurance was required by the Provider.

The Provider has submitted that it had switched to using Statements of Fact at the time the second and third policies (**7330** and **4611**) were incepted.

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Statements of Fact

The First Statement of Fact relevant to the within complaint is in relation to Policy **7330**, which was incepted on **08 February 2011**.

The Policy was set up over the telephone. I have listened to the audio recording of the call which has been furnished and I note that, in the course of setting up the new policy, the Agent asked the Complainant, "*And you had no claims at all in the last three years, No?*" The Complainant answered, "*No, no.*"

A written Statement of Fact was subsequently issued to the Complainant.

The document begins as follows:

Your Home Insurance Statement of Fact

The following document sets out confirmation of your material facts declaration and your data protection consent. You should read the document carefully and ensure the information recorded is accurate and understood by you. If this document contains any inaccurate or incomplete information you must notify us immediately on xxxx xx xx xx. You should note that you have a continuing duty to disclose all information that might influence our assessment of your risk, and failure to do so may entitle us to void this policy.

Section 8 (1) of the document contained the following statements:

8. Previous Claims/Losses

1. Have you or any members of your household:

- | | |
|--|----|
| (a) <u>made any claim for loss, damage or liability under any Household Insurance Policy for any property within the last three years?</u> | NO |
| (b) had any insurance declined, refused, cancelled, voided or made subject to special terms? | NO |
| (c) been declared bankrupt or convicted or charged with arson or any criminal offence (other than motoring offences)? | NO |
- [my emphasis]

Policy **4611**, which was incepted on **10 April 2012** was also set up over the telephone.

I have listened to the audio recording of the call which has been furnished and I note that, in the course of setting up the new policy, the Agent asked the Complainant, "*And there's been no claims on any property on the last three years?*"

The Complainant responded "*No*".

A Statement of Fact issued to the Complainant on this occasion also. The same paragraph as set out above appears under the heading "*Your Home Insurance Statement of Fact*" and Section 8(1) contains the following information:

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8. Previous Claims/Losses

1. Have you or any members of your household:

- (a) made any claim for loss, damage or liability under **any** Household Insurance Policy for **any** property within the last three years? NO
- (b) *had any insurance declined, refused, cancelled, voided or made subject to special terms?* NO
- (c) *been declared bankrupt or convicted or charged with arson or any criminal offence (other than motoring offences)?* NO

[my emphasis]

Analysis

I am satisfied that to underwrite a risk, an underwriter needs to be aware of all material facts. Having carefully examined all the evidence before me, I consider that the information relating to the previous claim was information which ought to have been, but was not, disclosed to the Provider at the point of proposing cover in respect of Policies **7520**, **7330** and **4611**.

This office is aware that the courts have long considered the issues surrounding non-disclosure of material facts. 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 policy of insurance voided because of the manner in which he answers 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 that:

"The duty arising for an insured in this regard is to exercise a genuine effort to achieve accuracy using all reasonably available sources...."

In my opinion, taking into account the evidence of the specific questions put to the Complainant in the course of the proposal process for the 3 policies in question, and his responses to those queries, I am not satisfied that it would be reasonable to find that the Complainant answered the questions put to him to the best of his ability.

I accept that each of the policies were held with the same Provider, however, I am also conscious of the fact that the Provider has submitted that the Private Dwelling House policy (**0598**) on which the previous claim was made had been incepted via a third party, and was

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in respect of a different risk address and that the Provider's agents did not have access to those claims records.

The Provider has submitted that at the time of inception of Policies **7520**, **7330** and **4611**, insurers were prohibited from using "Insurance Link" to determine the claims history of proposers and that it therefore relied solely on the answers provided by the Complainant.

Taking into account the fact that Complainant telephoned the Provider's Claims Department on **06 January 2010**, to notify a claim for damage to his home property and on that same day contacted a different area of the Provider's organisation to incept cover on a property at his rental property, I am satisfied that events were so fresh in his mind regarding the claim that he would reasonably have been expected to advise the Provider of that claim. The Provider has submitted in this regard that it, *"has system controls in place to ensure that agents are only allowed to access information that is necessary for the performance of their role. In situations where a customer advises an [Particular Team] agent that they have another policy with us through an intermediary, or that they have had a claim with us on an intermediated policy, then the agent has to contact his or her colleagues in the respective area for further details."*

The Provider submits that the agent who the Complainant spoke to when incepting the policy would not have been able to locate details of the Complainant's other policy, or claim, unless the Complainant disclosed details of same to it.

I understand that the Complainant now finds himself in a difficult situation, due to the repudiation of the claim in question and the voiding of the policies, however, I must also take into account the submissions of the Provider that had the existence of the previous claim been disclosed to it, it would not have offered cover. As the risk would have been noted to have fallen outside the Provider's acceptance criteria.

I accept that there was an onus upon the Complainant to disclose any claim which had been made in respect of loss, damage or liability under *any* Household Insurance Policy within the three years prior to his inception of policies **7520**, **7330** and **4611**. I am satisfied that the serious consequences of failing to disclose all material facts at application stage and prior to the policy commencement date, were outlined to the Complainant when incepting the policies.

As regards the investigation into the oil leak, which was carried out by the remediation company, I note that there is an invoice dated 13 June 2016, addressed to the Complainant, in respect of the company's *"Site Investigation fee at 3rd Party"* in the amount of €851.16. The Provider has confirmed (by email dated 31 August 2018) that it discharged payment of this sum on **06 July 2017** to the company and I am satisfied that in circumstances where it had instructed the report from the oil remediation company, it was appropriate for it to meet that cost.

However, I am satisfied that the Provider did not act unreasonably in subsequently proceeding to decline the claim at issue and/or in deciding, on the basis of the non-disclosure of the previous claim, to declare the policies void *ab initio*, for the reasons set out

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above. Accordingly, as the evidence before me discloses no wrongdoing on the part of the Provider, this complaint cannot reasonably be upheld.

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**

24 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.**