



<u>Decision Ref:</u>	2020-0181
<u>Sector:</u>	Insurance
<u>Product / Service:</u>	Motorbike
<u>Conduct(s) complained of:</u>	Automatic renewal Dissatisfaction with customer service Failure to process instructions
<u>Outcome:</u>	Substantially upheld

LEGALLY BINDING DECISION OF THE FINANCIAL SERVICES AND PENSIONS OMBUDSMAN

The Complainant held a motorcycle insurance policy which was due for renewal on 18/07/2017. In mid-2017 the Complainant was contacted by an intermediary to advise that the Provider would be taking over the motorcycle policy from the renewal.

By letter dated **23 June 2017** the Provider wrote to the Complainant advising, amongst other things:-

“You were contacted recently by [intermediary] to let you know that [Provider] one of Ireland’s leading motorcycle insurance providers, will now be taking over your motorcycle policy from your renewal.

Please note if you choose to take out this policy, it will automatically renew next year.

This pack contains the following important information about the policy, including:

- *Premium payable*
- *Your details section*
- *Important information regarding changes to your cover*
- *Policy summaries*
- *[Provider] Terms of Business.*

Please take time to read and check that all details are correct, as the price and level of cover are based on the information that we have been provided by [intermediary] about you and your motorcycle.

Your renewal details are:
New insure: [identified]
Premium: 250.04 Euro
Excess: 250.00 Euro

...”

On **5 July 2017** the Provider wrote to the Complainant regarding

“INSURANCE RENEWAL DOCUMENTS ENCLOSED”

The letter advised, amongst other things, as follows:-

“Thank you for choosing to arrange a policy through [Provider’]. Based on the information you supplied, we can confirm that your motorcycle is insured with [identified insurer] who are located in the United Kingdom for 12 months from 18/07/2017.

You have provided details of your requirements which we have included in the attached Statement of Fact (Proposal Form) and it is therefore essential that you read the Statement of Fact wording printed overleaf.

As no advice has been given to you it is important that you check these details to ensure that you are happy that this policy meets your requirements. You will also find enclosed your annual Certificate of Insurance, Policy Documentation and Terms of Business, which you should read carefully.

...”.

I also note that at the top of this letter the following message was included:

*“Congratulations – you have been upgraded to receive **FREE** No Claims Bonus Protection!”*

The Complainant’s Case

The Complainant sets out his complaint in his Complaint Form, as follows:

“On the 17 July 2017 – I initiated an insurance contract with [the Provider], for a year of motorbike insurance. While on the phone to [the Agent], I asked about the auto renewal option outlined in the renewal document. I asked not to be included, stated as “I don’t want that” while still talking on subject of renewal after [the Agent] had informed me of the situation regarding the process.

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On the 23rd June 2018 a renewal letter was sent, including a new auto renewal clause (stating 7 days to contact you or confirmation of renewal would be confirmed by default). I was away from home and did not open or know of this letter and its pending deadline.

On the 5th July 2018 a renewal documentation pack was sent, again I was away from home.

On the 19th July 2018, €188.12 was debited to my [bank] account (no authorisation was sought or agreed to by myself).

I was unaware of any of this...as I was away from home. I never gave permission for my [bank] account details or bank card data, including security ccv number on the back of my card to be retained. As my [contract] was never set up as a direct debit account or ever in arrears, my only access granted to this data was to pay in full, in a once off secure payment made over the phone on the 5th July 2017 – to fulfil the contract for that year and no further.

CCV number was requested by [the Agent] on that date and I supplied it as authorisation confirmation for that single payment. I was never informed this data was being saved or that it could be used again without my permission”.

In his more recent email to this Office at 10:16 on **3 February 2020**, the Complainant clarifies elements of his complaint, as follows:

“On the 27th June 2018 – I received a policy renewal. This stated “Please note we will not be auto renewing your policy...”. I took this to be the genuine letter of policy renewal that it was. It matched my recollection of never signing up for auto renewal and it was like every other policy renewal document I was ever sent, requesting me to make payment if I wanted said insurance for the following year. I never responded to this letter, as I was leaving to work abroad for 6 months and wouldn’t need insurance until my return.

On the 5th July 2018 (after I had departed the country for work) – another renewal document was sent, this one stated “We’ll renew your policy automatically ... If you don’t want this call us...” I was away from home and never personally saw this letter, until my return”.

As a result, the Complainant states, as follows:

“I want reimbursement of my money – including interest. I also want reimbursement for my phone call costs – and redress of my time (calculated in hours) for having to deal with this drama, including the stress and anxiety I have had to ensure throughout this whole process. Also an apology wouldn’t go amiss!”

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The Complaint for Adjudication

The Complainant's complaint is that the Provider wrongly renewed his motorcycle insurance policy on **18 July 2018** without his consent and wrongfully executed the renewal payment transaction to facilitate this.

The Provider's Case

The Provider says that it took over a motorcycle insurance book of business from a named Insurer during 2017, following that Insurer's exit from the market. This previous Insurer had written to the Complainant prior to it exiting the market, to advise that it would be the Provider, which would issue him with his next motorcycle insurance policy renewal invitation.

As a result, the Provider wrote to the Complainant on 23 June 2017, as follows:-

"You were contacted recently by [intermediary] to let you know that [Provider] one of Ireland's leading motorcycle insurance providers, will now be taking over your motorcycle policy from your renewal.

Please note if you choose to take out this policy, it will automatically renew next year.

This pack contains the following important information about the policy, including:

- *Premium payable*
- *Your details section*
- *Important information regarding changes to your cover*
- *Policy summaries*
- *[Provider] Terms of Business.*

Please take time to read and check that all details are correct, as the price and level of cover are based on the information that we have been provided by [intermediary] about you and your motorcycle.

Your renewal details are:

New insure: [identified]

Premium: 250.04 Euro

Excess: 250.00 Euro

..."

/Cont'd...

In addition, the enclosed Provider's Terms of Business document provided, *inter alia*, as follows:

"10. Handling Money ...

We will retain your debit/credit card details for the purpose of automatic renewals and to pay or refund other premiums that may become due upon change to the policy. If you do not want us to retain these details please contact our Customer Services Team on 1800 XXX XXX".

In this regard, the Provider notes that when a customer furnishes it with credit or debit card details for the purpose of purchasing a policy, these card details are securely stored on the Provider's systems so that no individual can view them, in accordance with payment card industry standards. All card details are stored as an encrypted token and are held for the administration of the contract of insurance. Where a customer contacts its Customer Services Team to advise that it does not wish for it to retain their card details, the Provider does not then hold these details and instead sends those customers a cash renewal invitation each year.

The Complainant telephoned the Provider on **5 July 2017** and during this call, asked the Agent about automatic policy renewals. The Provider accepts that the automatic renewal procedure was not presented in a clear and concise manner, however it notes that the Complainant acknowledged during this call that he understood the automatic renewal process and at no stage did he advise that he did not want to automatically renew his policy the following year. In addition, the Complainant was also informed during this call that if he did not wish to renew his policy in 2018, he had to contact the Provider in advance of the renewal to stop the automatic renewal.

Following this call, the Complainant's policy was renewed with effect from **18 July 2017** for an annual premium of €253.84 (inclusive of Government Levy), and his renewal documents were posted to him on 5 July 2017.

The Provider next sent the Complainant a renewal invitation on **27 June 2018**, which regrettably stated that it would not automatically renew his policy. However, the Provider sent a further renewal reminder to the Complainant on **5 July 2018**, which did correctly advise that his policy would automatically renew on 18 July 2018. In this regard, the Complainant's policy automatically renewed on **18 July 2018** with the annual premium of €188.12 (inclusive of Government Levy) charged using the card payment details that the Complainant had provided the previous year, by telephone on 5 July 2017, and his renewal documents were posted to him that day.

The Provider later sent the Complainant additional documentation on **13 December 2018** arising from an administration error. In this regard, when his policy automatically renewed in July 2018, the Provider had failed to apply at that time, the charge for the Legal and Breakdown elements of his cover, which amounted €69.54. The Provider waived this charge and when it updated his record to reflect this, additional documentation automatically issued by email to the Complainant.

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The Complainant telephoned the Provider later on **13 December 2018** to query why he had received this email correspondence. The Provider notes that during the course of this call, the Complainant stated that he had previously confirmed by telephone when renewing his policy on 5 July 2017 that he did not want his motorcycle policy to be automatically renewed the following year. However, he confirmed that he was aware that it had automatically renewed in July 2018 and was aware of the renewal premium of €188.12.

In addition, the Provider telephoned the Complainant on **21 December 2018** to further address his concerns. During this call, the Complainant confirmed that he wanted his motorcycle insurance cover to remain in place and that while he understood the purpose of automatic renewals, he wanted that option removed from his policy. The Agent confirmed to the Complainant that his policy would no longer automatically renew and that he would have to telephone on receipt of the renewal invitation each year going forward, in order to confirm the continuation of his cover, if he wanted it to continue.

Accordingly, the Provider is satisfied that it did not mislead nor attempt to mislead the Complainant in any way, with regard to the automatic renewal of his policy.

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 **22 April 2020**, 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, within the period permitted, the final determination of this office is set out below.

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The complaint at hand is that the Provider wrongly renewed the Complainant's motorcycle insurance policy and wrongfully executed the renewal payment transaction.

In this regard, the Complainant states that he clearly advised the Provider by telephone on 5 July 2017 that he did not want his policy to renew automatically the next year, but that the Provider nevertheless renewed his policy on 18 July 2018 and processed the premium payment using the card details that he had provided by telephone on 5 July 2017, without his authorisation to do so.

I note from the documentary evidence before me that the Provider wrote to the Complainant on **23 June 2017**, as follows:-

"Your motorcycle insurance quote from [the Provider]!

Just a reminder that your motorcycle insurance policy is due for renewal on 18/07/2017.

You were contacted recently by [your previous Insurer] to let you know that [the Provider], one of Ireland's leading motorcycle insurance providers, will now be taking over your motorcycle policy form your renewal.

Please note if you choose to take out this policy, it will automatically renew next year".

In addition, I note that the enclosed Provider's Terms of Business document provided, *inter alia*, as follows:

"Please read this Terms of Business document carefully as it contains important information. If you are unclear about any aspect of these Terms of Business oy have any questions please contact our Customer Services team on 1800 XXX XXX or write to us ...

10. Handling Money

For your protection, we act as agents of the insurer in collecting premiums and handling refunds due to clients, such monies are deemed to be held by the insurers with which your insurance is arranged.

We will retain your debit/credit card details for the purpose of automatic renewals and to pay or refund other premiums that may become due upon change to the policy. If you do not want us to retain these details please contact our Customer Services Team on 1800 XXX XXX ...

15. Renewing your Policy

Shortly before renewal, we will send you a renewal invitation containing information on the premium due and the details we hold. It is important you check your details are accurate and tell us about any changes in your circumstances.

*To ensure that we continue to offer a policy that meets your requirements we may offer an alternative insurer at renewal. If you are happy with your quote to renew with the insurer offered, there may be nothing further for you to arrange and your card may be automatically debited for your renewal. **Further details of whether or not your policy will be automatically renewed will be confirmed on your renewal invite.***

*If you do not wish us to renew your policy automatically, please inform us at any time up to 7 days before your renewal date. **If we do not hear from you to the contrary, we will take this as your authority to process your renewal and will set up the policy offered on your behalf.** Please note that if we confirm your policy will not be auto-renewed, cover will cease on your renewal date unless you contact us beforehand to make a payment. We will retain your debit/credit card details for the purpose of automatic renewals and to pay or refund other premiums that may become due upon changes to the policy. If you do not want us to retain these details please contact our Customer Services Team at 1800 XXX XXX”.*

I am therefore satisfied that the Provider furnished the Complainant with notice that if he renewed his policy with it at that time, then it would automatically renew the policy the following year and that the Provider would retain his card payment details for the purpose of facilitating such automatic renewals unless he asked it to do otherwise. I am satisfied in that respect that the Complainant was advised that he could contact the Provider to opt out of automatic renewals and to not have his card details retained on record.

The Complainant telephoned the Provider on **5 July 2017**. Having listened to a recording of this telephone call, I note the following exchange towards the end of the call, as follows:

Complainant: *... it was on the letter, it said if you choose to take it with us, cause I meant to ask, I haven't got the letter here in front of me, I meant to ask, it said it will, if you choose to accept this policy it will renew automatically next year or something -*

Agent: *Yeah, so that's, that's when you're actually, eh, like a customer of [the Provider]. So, basically, across the board actually, like, insurance companies are like automatically renewing policies. That's not for everybody though, in fairness. I don't think it's for meself either, to be honest with you. So, em, if you're not happy with the, with the policy being automatically renewed, just give us a buzz in before its due and we'll lock you out of that. Is that alright?*

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Complainant: *I don't, I just don't understand. So are you telling me it's going to be the exact same price next year?*

Agent: *No. No. So you get your renewal documents out in the post -*

Complainant: *Oh right, so the renewal documents will come out to me?*

Agent: *For sure, yeah -*

Complainant *Aright. Yeah. I just thought it was going to go straight to f***ing payment and good luck, see you later type of thing ...*

... so the renewal stuff will come out and then if I don't get back to ye, it'll just go straight away and renew?

Agent: *Yeah, that's the way it works.*

Complainant: *Yeah. Yeah. Yeah.*

[Emphasis added]

I am thus satisfied that the Complainant indicated during this telephone call that he understood how the automatic renewal process worked.

In this regard, having listened to a recording of a later telephone call the Complainant made to the Provider on 13 December 2018, I note the following related exchange:

Complainant: *No, see, this is the problem as well, I, when I originally took out the first premium with you, which was the year before last, you asked me if I wanted automatic renewals and I said no.*

Agent: *Right -*

Complainant: *So this was automatically renewed without me even contacting yourselves anyway - the only reason I didn't complain was, because, it was, it was, myself that I didn't get back to you in time to renew it but the bike was sitting up so I wasn't riding it around or anything, em, but when I saw the price, I was like ah sure it doesn't matter, it was fine, its only 188 - but to be honest with you, it automatically renewed without me even saying yes or no or anything else - so and I definitely, I definitely, I remember myself and you should have phone records, that I told them that I didn't want automatic renewal ...*

Agent: *Most of the customers that are with us appreciate the automatic renewal process cause its easy sometimes -*

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Complainant: *I know, I understand, I understand that, and he did, when, when originally I swapped from [the previous Insurer] I was speaking to – I can't remember his name now – but I do remember speaking to him and he did say to me, he said, there's an automatic renewal process, do you want to be logged in to it and I said no, I do not. I want to be notified every time and then I'll make the payment.*

I am satisfied that the recording of the telephone call on 5 July 2017 does not bear out the Complainant's recollection of what was said during that call as he expressed it to the Provider by telephone on 13 December 2018. In this regard, I note that when the Complainant and the Agent in question discussed the automatic renewal process by telephone on 5 July 2017, the Complainant indicated that he understood how this worked and he was aware that he would need to make contact with the Provider if he did not wish to auto-renew his policy. I am satisfied that at no time during this telephone call in July 2017 did the Complainant advise that he did not want his policy to automatically renew the following year.

Following his telephone call to the Provider on 5 July 2017, the Complainant's motorcycle insurance policy was renewed with effect from 18 July 2017 and the Provider posted the policy documents to the Complainant on 5 July 2017, which again included a copy of the Provider's Terms of Business document, which I have already cited from above.

I note from the documentary evidence before me that the following year, the Provider posted the Complainant his next motorcycle policy renewal on **27 June 2018**, which quoted the annual premium as €257.66 and stated, *inter alia*, as follows:

"Please note we will not be renewing your policy automatically, and renewal is only effective if the premium is paid on or before the 18/07/2018".

[My underlining]

The Provider has confirmed that this statement was incorrect and that the correct position was stated in the renewal reminder it posted to the Complainant some days later on **5 July 2018**, as follows:

"It's renewal time!

*Just a reminder that your motorcycle insurance policy is due for renewal on **18/07/2018**. To not only help save you the time, but to also ensure you're covered continuously, **we'll renew your policy automatically.***

If you don't want this service, just give us a call on 1800 XXX XXX, and we'll take you out of automatic renewal straight away. If we don't hear from you, sit back and relax that your insurance will automatically renew".

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Having not heard from the Complainant in the intervening period, the Provider automatically renewed his motorcycle insurance policy on 18 July 2018 and processed a premium payment in the amount of €188.12 using the card details that he had provided the previous year at renewal, and it also posted his renewal documents to him that day.

I note that in his recent email to this Office at 10:16 on **3 February 2020**, the Complainant submits, *inter alia*, as follows:-

“On the 27th June 2018 – I received a policy renewal. This stated “Please note we will not be auto renewing your policy...” I took this to be the genuine letter of policy renewal that it was. It matched my recollection of never signing up for auto renewal and it was like every other policy renewal document I was ever sent, requesting me to make payment if I wanted said insurance for the following year. I never responded to this letter, as I was leaving to work abroad for 6 months and wouldn’t need insurance until my return”.

In this regard, the Complainant advises that he was satisfied with the renewal notice dated 27 June 2018 informing him that his policy would not renew automatically, as he was leaving to work abroad for six months. He says that he had already set off by the time the Provider sent the renewal reminder on 5 July 2018 that then advised that his policy would automatically renew.

I note that the Provider quoted the Complainant a renewal premium of €257.66 in its correspondences of 27 June 2018 and 5 July 2018, however it only charged him a renewal premium of €188.12 on 18 July 2018. The Provider has advised that this administration error was due to it failing to apply a charge for the Legal and Breakdown elements of his cover at that time, which amounted €69.54. When the Provider itself first identified this error in December 2018, it decided to waive this charge, but when it updated the Complainant’s record to reflect this, an amended confirmation of cover document automatically issued to his email.

It was this email that gave cause for the Complainant to telephone the Provider on 13 December 2018. Having listened to the recording of this telephone call, I note that the Complainant advised the Agent, as follows:

“The only reason I didn’t complain was, because, it was, it was, myself that I didn’t get back to you in time to renew it but the bike was sitting up so I wasn’t riding it around or anything, em, but when I saw the price, I was like ah sure it doesn’t matter, it was fine, its only 188 - but to be honest with you, it automatically renewed without me even saying yes or no or anything else – so and I definitely, I definitely, I remember myself and you should have phone records, that I told them that I didn’t want automatic renewal”.

It seems therefore that the Complainant had been aware prior to this telephone call and the email of 13 December 2018, that his policy had automatically renewed in July 2018 whatever his previous wishes, and he had elected to accept that, in July 2018.

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The Provider previously furnished the Complainant with notice in 2017, that if he renewed his policy with the Provider in July 2017, then it would automatically renew the following year unless he made contact to instruct otherwise. The Provider's Terms of Business explain that it retains card payment details for the purpose of facilitating such automatic renewals, though I note that this detail was not included in the covering letter of June 2017, by way of explanation of how the auto-renewal would be facilitated. I am satisfied that the Complainant was advised that he could contact the Provider to opt out of automatic renewals and it is clear that at no time during his telephone call to the Provider on 5 July 2017, did the Complainant advise that he did not want his policy to automatically renew the following year.

As a result, I am satisfied that the Provider renewed the Complainant's motorcycle insurance policy on 18 July 2018 and executed the renewal payment transaction in accordance with its Terms of Business.

I note that the Provider advised the Complainant in its renewal notice dated 27 June 2018 that it **"will not be renewing your policy automatically"** whilst its renewal reminder dated 5 July 2018 the following week, advised **"we'll renew your policy automatically"**. Administrative errors of this nature can cause considerable confusion. In this regard, I note that the Complainant has advised that his circumstances were such that he had travelled abroad after the delivery of the renewal notice of 27 June 2018, but before the delivery of the renewal reminder of 5 July 2018, thereby under an assumption that his policy would not renew automatically.

Be that as it may, I am mindful that the Complainant did not seek to cancel his policy when he first learnt that it had been automatically renewed, nor did he contact the Provider when the premium transaction of €188.12 on 18 July 2018 appeared on his bank records, to query this payment or to cancel cover and receive a refund. In this regard, I am also conscious that the Complainant indicated to the Provider by telephone on 13 December 2018 that he had been aware prior to 13 December 2018 that his policy had automatically renewed on 18 July 2018 and that he wished for his motorcycle cover to remain in place, given the cost of the noticeably low premium, albeit that he did not want it to be automatically renewed going forward. I note that as a result of the Provider's error, the Complainant enjoyed a full twelve months of cover that ought to have cost €257.66, but he was charged €188.12.

It is clear from the history of these events that during the call on **5 July 2017** between the Complainant and the Provider, that the automatic renewal procedure which the Provider was making available to the policyholders it had "inherited" from the previous provider, was not presented in a clear and concise way. The Provider has pointed out that the Complainant however acknowledged during this call that he understood the process and indeed that he understood that if he did not wish to renew his policy in 2018, he was required to make contact with the Provider in advance of the renewal, to stop the automatic renewal. This being the case, it is disappointing that the Provider's renewal documentation that issued in June 2018 advised that the policy would not automatically renew.

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The Complainant did not make contact with the Provider in response to this notification in order to ensure that cover would in fact be continued. The Complainant says that he went abroad and it was approximately a week later when the auto-renewal policy documentation was issued by the Provider and the policy subsequently came into place. It is notable that in the circumstances outlined, the Provider has been guilty of a number of errors in its dealings with the Complainant. Be that as it may, I am satisfied from the audio evidence made available that the Complainant became aware of the policy renewing in July 2018 and it seems that he elected to take advantage of the very attractive premium at that time.

In those circumstances, I consider it appropriate to substantially uphold this complaint that the Provider wrongfully renewed the Complainant's policy in July 2018. Although the Complainant has raised issues regarding the payment transaction executed, such an issue regarding the retention of the card details by the Provider following the policy coming into being in July 2017, is a matter more appropriate for the Data Protection Commission.

Insofar as this complaint is concerned, it is disappointing that the policy was renewed without the Complainant's explicit consent. The Provider has advised that at the relevant time, it did not obtain explicit consent from customers in relation to the automatic renewal of insurance policies, as it took the view that there was a legitimate interest in these situations that ensured that consumers were not left uninsured at the end of their 12 month policy.

The Provider pointed out that instead it informed the customers both in the renewal invitation and in its Terms of Business that it would automatically renew their policy each year. It is clear however, from the audio evidence that the automatic renewal did not encompass the precisely same contractual arrangement. In the course of his telephone call with the Provider in July 2017 the Complainant asked a pertinent question "*So are you telling me it's going to be the exact same price next year?*" This however, was not the position as confirmed by the Agent at that time and rather, the automatic renewal seems instead to have anticipated a renewal of cover on a default basis in the event of no response, without any explicit consent to the terms of the renewed policy or indeed to the level of premium.

In this particular instance, owing to the additional error of the Provider in under-calculating the appropriate premium for the cover in place, the Complainant benefited to the tune of almost €70 and indeed I am satisfied that he was aware that the policy had in fact been automatically renewed at that cost. Consequently, I do not consider it necessary or appropriate to direct a compensatory payment to the Complainant arising from the issues he has raised. I note that it will be open to the Data Protection Commission to consider the use of the Complainant's card details to facilitate payment of the premium in July 2018, after the General Data Protection Regulation came into effect.

I have further noted that the Provider now operates via an Irish entity which is regulated by the Central Bank of Ireland and it has confirmed that it operates to a prescribed script which is used to inform all customers on recorded calls, that their policies will automatically renew each year.

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This office has also been advised that the Provider now confirms with its customers, that they are happy for the Provider to retain their payment details for the administration of the contract of insurance. The Provider has confirmed that where a customer declines this, it does not hold the card details and instead issues customers with a cash renewal each year.

Nevertheless, prior to the establishment of this Irish entity, it seems that a large number of policyholders may have been affected by the Provider's practice of auto-renewal of policies without explicit consent to the premium in question. In those circumstances, I consider it appropriate to refer this complaint to the Central Bank of Ireland for such action, if any, which it may consider to be appropriate.

Conclusion

- My Decision pursuant to **Section 60(1)** of the **Financial Services and Pensions Ombudsman Act 2017**, is that this complaint is substantially upheld on the grounds prescribed in **Section 60(2)(g)**.
- Pursuant to **Section 60(4) and Section 60 (6)** of the **Financial Services and Pensions Ombudsman Act 2017**, I do not consider it appropriate or necessary to direct the Respondent Provider to make a compensatory payment to the Complainant.

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
DEPUTY FINANCIAL SERVICES AND PENSIONS OMBUDSMAN**

18 May 2020

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.