An tOmbudsman Seirbhísí Airgeadais agus Pinsean
Financial Services and Pensions Ombudsman

Decision Ref:	2020-0286
Sector:	Insurance
Product / Service:	Car
Conduct(s) complained of:	Claim handling delays or issues Disagreement regarding Pre-accident value provided
Outcome:	Substantially upheld

LEGALLY BINDING DECISION OF THE FINANCIAL SERVICES AND PENSIONS OMBUDSMAN

The Complainant, a farmer, incepted a commercial vehicle insurance policy with the Provider on **19 November 1997**, which he renewed annually.

The Complainant's Case

The Complainant was involved in a road traffic incident on **11 June 2018**.

The Motor Engineer appointed by the Provider to inspect the Complainant's vehicle deemed it beyond economic repair.

The Complainant states that the Provider offered a claim settlement of €32,500 and that it did so in the knowledge that he was VAT registered. However, the Complainant subsequently received a final claim settlement offer from the Provider of €27,500 exclusive of VAT. In this regard, the Provider notes that the Complainant is VAT registered and therefore is only entitled to an ex-VAT valuation, as he had claimed VAT back on this vehicle previously.

In his email to this Office on **25 November 2019**, the Complainant advised, *inter alia,* as follows:

> *"At all stages of the claim before during and after* [the Provider] *are aware that I am VAT registered and all values are ex. VAT, therefore any and all conversations with* [the Provider and its] *Agents are VAT exclusive"*.

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

> *"*[The Provider] *offered a settlement figure to me of €32,500 with full knowledge that I am VAT registered and subsequently said the offer is subject to VAT – many recorded conversations with* [the Provider] *acknowledged that the offer was €32,500 and in the same conversation acknowledged that I was VAT registered. In a recorded call I stated that I would not claim on my own policy but this changed when I had two stents put in and to avoid hassle with the third party insurer who caused the accident I made the claim on my own policy.* [The Provider] *make no reference to calls with* [Mr D.] *of…Claims where the VAT issue was discussed many times"*.

As a result, the Complainant seeks *"payment of €32,500 as offered by the* [Provider] *on recorded call which they now deny was an offer"*.

The Complaint for Adjudication

The Complainant's complaint is that the Provider wrongly or unfairly reduced the value of its claim settlement offer to him.

The Provider's Case

Provider records indicate that the Complainant incepted a commercial motor insurance policy with the Provider on 19 November 1997, which he renewed annually.

The Complainant notified the Provider on 12 June 2018 that he had been involved in a road traffic incident the day before, 11 June, when he had possession of the major road when a third party vehicle failed to stop and emerged into the path of the Complainant, who did not have time to take evasive action to avoid a collision and struck the third party vehicle, pushing it sideways into a ditch. The Complainant had one passenger seated in the front passenger seat and both vehicle occupants were wearing seatbelts. Gardaí and paramedics attended the scene of the incident and due to significant damage, both vehicles were removed by recovery agents.

The Complainant advised the Provider that he held the third party to be at fault and that he intended to pursue the insurers of the third party for the losses sustained.

The Provider arranged for an Independent Motor Engineer to assess the Complainant's vehicle on 14 June 2018 and owing to the estimated cost of repairs, the vehicle was rendered 'Beyond Economic Repair – Category C'.

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In such circumstances, the Provider deals with the loss in accordance with Section 2, 'Loss or Damage to Insured Vehicle', of the Commercial Vehicle Insurance Policy Document, which provides, *inter alia*, at pg. 4, as follows:

> *"**Basis of Settlement of Claims – Total/Constructive Loss:***
>
> *In the event of:*
>
> *(a) the vehicle being damaged beyond repair or the Company deeming repairs uneconomical, or*
>
> *(b) the vehicle being stolen and not recovered*
>
> *the market value of such vehicle immediately prior to such loss or damage but not exceeding the Insured's estimated value as stated in the Schedule less any residual salvage value shall be the maximum amount payable by the Company in respect of such loss. The Company at its option can elect to take over the right to dispose of the salvage at any time during the course of the claim"*.

In this regard, it is noted that Mr. A., an Engineer with the Provider's Motor Services, telephoned the Complainant to discuss the findings of the vehicle inspection and to agree a pre-accident value of his vehicle. At the time of his initial call, Mr. A. was unaware that the vehicle inspection was arranged by the Provider to aid liability investigations and that the Complainant was not seeking to make a comprehensive claim from the Provider at that point in time.

Mr. A. confirmed to the Complainant that owing to the extent of damage, his vehicle had been deemed beyond economical repair and classified as a category C write-off. Initially, Mr. A. placed a pre-accident value of €27,500 inclusive of VAT on the vehicle. The Complainant disputed this valuation, advising that he considered the vehicle to be worth €35,000 and that he had received a valuation of €35,000 inclusive of VAT (€28,470 excluding VAT) from a named motor dealer.

Mr. A. provided the Complainant with details of similar vehicles on the market with lower mileage than the Complainant's vehicle. Having reviewed the matter and during a further telephone conversation with the Complainant, Mr. A. increased his maximum valuation of the vehicle to €32,500, which allowed for the inclusion of a rear canopy and tow bar that had not been factored into the initial valuation provided of €27,500. The Complainant stated that he was pursuing a comprehensive claim and it seems that Mr. A. did not specify that his valuation figure was intended to be inclusive of VAT, during his conversation with the Complainant.

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Mr. A. confirmed to the Complainant that in any event, the maximum that would be payable under the policy would be the sum insured of the vehicle, that is €32,500, but that any offer of settlement would be subject to the policy conditions. The Complainant advised that he was unaware that the sum insured for his vehicle was €32,500. In this regard, the Provider notes that the sum insured of a commercial vehicle is set by the customer who provides an estimated value of the vehicle on an annual basis, as outlined in the policy schedule issued at each policy renewal. As a result, it is not Provider policy to advise customers as to what sum insured to place on their vehicles; this is the customer's decision.

Mr. A. confirmed that he would submit his report with his maximum valuation of €32,500 to the motor claim handler, who would be in touch with the Complainant to discuss further. In this regard, the Provider confirms that no offer of settlement was made by Mr. A. to the Complainant and notes that it is not within the Motor Engineer's remit to make any offers of settlement. Instead, the role of the Engineer following a vehicle assessment is to examine and discuss the extent of damage, research the market and place a valuation on the vehicle which is the subject of a claim. The Provider must satisfy itself that any claim presented has been fully validated and all the necessary documentation received prior to any offers of settlement being made.

Furthermore, in line with the Provider's obligations under the Consumer Protection Code 2012, a Provider must within 10 business days of making a decision, inform the claimant in writing of the outcome and set out in writing the terms of any offer of settlement. The Provider confirms that a letter of offer did not issue at this point, as Mr. A. does not have the authority to discuss settlement terms.

It is noted that in discussions with Mr. A., the Complainant confirmed a number of times that he did not wish to claim from his comprehensive policy with the Provider as he held the third party at fault and he intended to claim directly from the third party's insurer. The Complainant requested that Mr. A. state in his report to the Provider that the Complainant was not pursuing a comprehensive claim. The Provider notes that the third party insurer accepted liability on 27 June 2018. The Complainant confirmed he would pursue his claim directly via the third party insurer and the Provider closed the claim file accordingly on 28 June 2018.

The Complainant later contacted the Provider on 2 October 2018 to advise that he wished to reopen the claim with the Provider, even though the third party insurer had accepted liability, assessed his vehicle and had offered him a claim settlement in the amount of €24,000 inclusive of VAT. The Complainant now wished to claim via his comprehensive policy with the Provider and he requested that it seek recovery from the third party insurer in due course. The Complainant stated that he had been offered €32,500 at the initial stages by Mr. A., though the Provider disputes that Mr. A. made any offer of settlement.

The Claims Handler advised the Complainant that the valuation placed on his vehicle by Mr. A. would be subject to VAT as the Complainant is VAT registered. In this regard, the Provider notes that the Complainant is VAT registered and therefore is only entitled to an ex-VAT valuation, as he had claimed VAT back on this vehicle previously.

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The Provider notes that the final maximum valuations placed on the Complainant's vehicle by Mr. A. were €32,500 inclusive of VAT and €26,422 excluding VAT. The Provider issued a letter of offer to the Complainant on **21 November 2018** detailing a net settlement offer of €26,172, this figure representing a pre-accident value of €26,422 excluding VAT less the policy excess of €250. In an attempt to conclude this matter for the Complainant, the Provider made a final settlement offer in the sum of €27,500 excluding VAT, which he has rejected.

The Provider is satisfied that the pre-accident value offered is fair, reasonable and a realistic assessment of the market valuation of the Complainant's vehicle at the time of the loss. The Motor Engineer inspected the vehicle on 14 June 2018 and determined that owing to the severity of the damage, it would be uneconomical to repair the vehicle. The Provider, in assessing the pre-accident value of a damaged vehicle will rely on the opinion of an expert in this field, namely a Motor Engineer. This opinion is informed by current market research and the expert's own experience and professional expertise in placing valuations on vehicles. The Engineers within the Provider's Motor Services researched the motor market taking into account the make, model, age, condition and mileage of the Complainant's vehicle, in addition to use of the VMS (Vehicle Management System).

When researching the market, the Provider notes that the Engineer referenced the following vehicles that it found with different motor dealers as comparators:

- Odometer reading 37,000kms – Asking price €34,450 inclusive of VAT
- Odometer reading 65,000kms – Asking price €33,950 inclusive of VAT
- Odometer reading 97,000kms – Asking price €29,901 inclusive of VAT
- Odometer reading 37,000km – Asking price €34,450 inclusive of VAT

In addition, the Vehicle Management System generated a value of €29,136 inclusive of VAT or €23,688 excluding VAT.

The Provider notes that during the Engineer's vehicle inspection on 16 June 2018, the odometer reading on the Complainant's vehicle was recorded at 91,653kms. The Provider notes that one named motor dealer was asking for €29,901 inclusive of VAT for a vehicle similar to the Complainant's, with an odometer reading of 97,000kms.

The Complainant advised that he had received a written valuation of €35,000 inclusive of VAT for his vehicle from a different named motor dealer, however the Provider has no record of having received this written valuation. Additionally, by the Complainant's own admission, the third party insurer placed a pre-accident valuation of €23,500 inclusive of VAT on the vehicle, which is the subject of this claim.

In attempts to conclude this matter for the Complainant, the Provider made a final settlement offer in the sum of €27,500 excluding VAT, which he rejected.

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The Complainant's claim remains open due to the dispute surrounding the pre-accident value of his vehicle. As the third party's insurer has accepted liability for the incident, the Provider will, upon conclusion of this claim, seek reimbursement of its outlays from this insurer.

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 **12 May 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.

Thereafter it was noted that in May 2020, the preliminary decision of this Office, although at an advanced stage at that time, should not have issued on 12 May 2020, because the Provider had been advised by the FSPO on 5 May 2020, that it was being afforded a period of 10 working days, within which to make any further submissions in response to the Complainant's comments of 5 May 2020. For that reason, the preliminary decision of this Office had not been due to issue to the parties for at least another week.

In those circumstances, the Provider was advised by this Office that the contents of its emailed submission dated 15 May 2020, would of course be taken into account for the purpose of the ongoing adjudication of the complaint. In addition, the Provider was asked to confirm if it required a further period of time, to make further observations, and on that basis the Provider was subsequently invited to make any further comments prior to 15 June 2020. In due course, the Provider confirmed in a written submission to this Office dated 11 June 2020, that it wished to address the Complainant's submission dated 5 May 2020, as had been its intention, prior to receiving the preliminary decision of the FSPO dated 12 May 2020.

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

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 Preliminary 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 do 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 are sufficient to enable a Decision to be made in this complaint without the necessity for holding an Oral Hearing.

The complaint at hand is that the Provider wrongly or unfairly reduced the value of its claim settlement offer to the Complainant. In this regard, the Complainant holds a commercial vehicle insurance policy with the Provider. He was involved in a road traffic incident on 11 June 2018 and the Motor Engineer appointed by the Provider to inspect the Complainant's vehicle, deemed it beyond economic repair.

In such circumstances, I note that the Provider deals with the loss in accordance with Section 2, '**Loss or Damage to Insured Vehicle'**, of the applicable Commercial Vehicle Insurance Policy Document, which provides, *inter alia*, at pg. 4, as follows:

> ***"Basis of Settlement of Claims – Total/Constructive Loss:***
>
> *In the event of:*
>
> *(a) the vehicle being damaged beyond repair or the Company deeming repairs uneconomical, or*
>
> *(b) the vehicle being stolen and not recovered*
>
> ***the market value*** *of such vehicle immediately prior to such loss or damage but not exceeding the Insured's estimated value as stated in the Schedule less any residual salvage value shall be the maximum amount payable by the Company in respect of such loss. The Company at its option can elect to take over the right to dispose of the salvage at any time during the course of the claim"*.
>
> [Emphasis added]

I note from the documentary evidence before me that the 'Total Loss Details' section of the A.R.M. Final Total Loss Agreed PAV (Pre-Accident Value) Report dated **19 June 2018** provides, at pg. 3, as follows:

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"Salvage Agent: *TBA*
Registration Month: *August* *Registration Year:* *2015*
Odometer: *91653km* *Pre Accident Value:* *€32,500.00*
Savage Category: *C – Repairable Total Loss*

Settlement
Agreed Value: *€32,500.00* *Agreed Date:* *19/06/2018"*

[Underlining added for Emphasis]

In addition, the '**Assessment Notes'** section of this Report provides, *inter alia*, at pg. 11, as follows:

"19/06/2018

We have agreed our valuation *with the insured* [the Complainant] *for €32,500 including VAT and €26,422 excluding VAT on the 19/06/2018, subject to policy conditions, and on a without prejudice basis and outstanding finances. €32,500 is the insured value and the maximum payment permitted in this regard.*

Our pre-accident value was established using this vehicle's market, or its nearest model specifications including mileage …

Your insured confirmed that he is registered for V.A.T. and wishes to make it known that he does NOT intend making a claim under his OWN POLICY in this instance …

Our valuations have allowed for negotiated purchase price discounts. PAV discussed by [Mr. A.] *…*

VMS (Vehicle Management System)*: €29,136 incl. v.a.t or €23,688 ex. V.A.T. …*

Specifications/Modifications: Rear canopy installed.

Pre-Acc. Condition of Vehicle: Good"

[Emphasis added]

I note that the Complainant initially sought to claim from the third party's insurer but later contacted the Provider on 2 October 2018 to advise that he now wished to claim via his comprehensive policy with the Provider and that it could then seek recovery from the third party's insurer in due course. I also note from the evidence before me that the third party's insurer had at that stage already accepted liability, assessed the Complainant's vehicle and had offered him a claim settlement in the amount of €24,000 inclusive of VAT.

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The Provider then made the Complainant a final claim settlement offer of €27,500 excluding VAT, which he rejected. In this regard, however, the Complainant states, as follows:

> *"*[The Provider] *offered a settlement figure to me of €32,500 with full knowledge that I am VAT registered and subsequently said the offer is subject to VAT – many recorded conversations with* [the Provider] *acknowledged that the offer was €32,500 and in the same conversation acknowledged that I was VAT registered"*.

The Complainant submits that he understood from his dealings with Mr. A., an Engineer with the Provider's Motor Services, that the €32,500 pre-accident value of his vehicle that they had agreed upon by telephone was the claim settlement amount and that this amount excluded VAT. As a result, the Complainant expected the claim settlement offer from the Provider to be €32,500 gross. In his email to this Office on 25 November 2019, the Complainant advises, *inter alia,* as follows:

> *"*[The Financial Services and Pensions Ombudsman] *must decide if* [Mr. A.] *(Engineer of* [the Provider's] *Motor Services) discussion of the motor vehicle value of €32,500…constitutes an offer on behalf of* [the Provider] *– if it does then I am seeking to accept it. As per the* [Provider response] [Mr. A.] ***"confirmed that he would submit his report with his maximum valuation of €32,500 to the motor claim handler""***.

Having listened to the recordings of the three telephone calls between Mr. A. and the Complainant, I am satisfied that Mr. A. advised the Complainant that €32,500 was the pre-accident valuation he was placing on the vehicle. I am of the opinion that he did not present or misrepresent this sum to the Complainant as a claim settlement offer.

Indeed, I note that the Complainant advised Mr. A. a number of times by telephone that he was not claiming through the Provider but rather was claiming against the third party's insurer and on one occasion even suggested that Mr. A. not send the paperwork onward to the Provider.

In that context, I agree with the Provider that it did not, through Mr A., make a settlement offer to the Complainant in June 2018, in the sum of €32,500, or indeed in any amount, although it is disappointing that very considerable confusion has been caused by the contents of Mr A.'s report, not least the reference to "Settlement" at an agreed value.

I take the view however, that because the Complainant himself was advising that he was not making a claim on his policy with the Provider, there is no basis upon which he could have been given to understand that the amounts discussed represented a settlement offer to him from Mr. A.

Rather, the Provider has confirmed that the purpose of the discussions between Mr. A. and the Complainant was "*to agree a pre-accident value of the vehicle*". I accept that this is in fact borne out by the contemporaneous assessment notes within Mr. A's 74 page Report (pages 13 – 74 of which comprise photographs) which confirmed:

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> ***<u>We have agreed our valuation with the insured</u>*** **[the Complainant]** ***<u>for €32,500 including VAT</u>*** *and €26,422 excluding VAT on the 19/06/2018, subject to policy conditions, and on a without prejudice basis and outstanding finances. €32,500 is the insured value and the maximum payment permitted in this regard.*
>
> [Emphasis added]

The Provider has indeed confirmed that following initial discussions with the Complainant, a further telephone conversation took place between the Complainant and Mr. A., when Mr. A. "*increased his maximum valuation of the vehicle to €32,500*".

This Report was not however sent to the Complainant who had made it clear that it was not his intention at that time to pursue a claim on his own insurance policy. The Complainant had no sight of these references to VAT. Rather, this report was sent only to the Provider. In circumstances where there is no evidence available of any discussion between Mr. A. and the Complainant regarding VAT, I take the view that it is understandable that the Complainant formed the opinion that he had agreed a pre-accident market value of €32,500 for the vehicle. I am satisfied that Mr A's report indeed bears this out.

In his email to this Office on **25 November 2019**, the Complainant also advised, *inter alia,* as follows:

> *"At all stages of the claim before during and after* [the Provider] *are aware that I am VAT registered and all values are ex VAT, therefore any and all conversations with* [the Provider and its] *Agents are VAT exclusive"*.

I note in that regard that the Policy Schedule renewal dated **9 February 2018** that the Provider sent him stated, as follows:

> ***"Estimated value €32,500***
>
> *Please note the maximum amount paid in the event of a claim will be the estimated value or current market value, whichever is lower.* ***<u>You should review your estimated value at each renewal date to ensure you are not over or under estimating your vehicle's valuation</u>****"*.
>
> [Emphasis added]

The policy schedule confirms the full extent of the cover in place, and I note that no reference to VAT is made on the policy schedule or indeed within the policy conditions. Accordingly, if the market value of the vehicle was agreed with the Complainant by the Provider's agent, Mr A, at a figure of €32,500, and the Complainant's policy provides for recovery up to a maximum of that amount, I can see no reason why the Provider considered it appropriate to subsequently refuse to make payment on that basis, when the Complainant ultimately elected to pursue a claim on his own policy.

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It seems to me that if the Provider agreed the market value, as it did, it was not open to the Provider to subsequently change its position regarding this market value, simply because the Complainant elected to pursue a claim against his own comprehensive policy, rather than pursuing the third party. The figure agreed as a pre-accident value, was the figure which the Complainant and the Provider, through Mr. A., took the view after all their discussions, represented the pre-accident market value of the vehicle. I do not accept that such an agreed pre-accident value, was in some way different, depending on whether or not the policyholder elected to pursue a claim on his own policy, or directed that claim to the third party driver's policy.

I can see no provision within the policy terms and conditions which places a policyholder on notice that the amount of cover in place under the commercial policy, will be reduced if the policyholder is registered for VAT. Given the nature of the policy, i.e. it was one which covered commercial use, it is surprising that such an issue which must surely arise regularly, was not made clear within the policy terms. If it was the Provider's intention to reduce the policy benefits to take account of the potentially recoverable VAT element of the price paid for a vehicle, on the basis as it now suggests, that not to do so would run "*contrary to the fundamental principal (sic) of indemnity*" I am satisfied that such a practice should have been clearly notified to the policyholder within the policy terms and conditions.

Accordingly, I accept that Mr. A. on behalf of the Provider and the Complainant reached an agreement in June 2018, that the market value of the vehicle prior to the accident, was €32,500. This is borne out by Mr A's report which includes the following:

*"**Settlement***
Agreed Value: €32,500 Agreed Date: 19/06/2018"

I note indeed that this was in fact the precise figure which was entered in the policy schedule as the maximum amount to be paid in the event of a claim. As the policy provisions governing the relationship between the parties, do not provide for the reduction of the market value, when a policyholder is registered for VAT, I believe that when the Complainant ultimately elected to make a claim under his policy, the Provider was obliged to pay the market value of the vehicle, which had already been agreed with him, less the amount of the policy excess, which I note stood at €250. Accordingly, I am satisfied that in October 2018, the Provider should at that point, have made a payment to the Complainant in the sum of €32,250 to take account of the agreed market value, less the policy excess.

Accordingly, on the basis of the evidence before me, I consider it appropriate to substantially uphold this complaint. Although I do not accept the Complainant's contention that the Provider made a formal settlement offer to the Complainant, I am satisfied that the market value was agreed between the parties and documented in June 2018. Once the Complainant elected to make a claim on his policy, it was not open to the Provider, in my opinion, to change its position on the vehicle valuation, which had been agreed at €32,500. Although it seems that the Provider believes that it has not changed its valuation, and has simply reduced that valuation by the VAT element, in the absence of any policy provisions entitling the Provider to do this, I take the view that such a reduction was not appropriate.

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Accordingly I consider it appropriate to substantially uphold the complaint, and in marking that decision, I make the directions confirmed below, to rectify the conduct of the Provider which is the subject of this complaint, and to direct additional compensation in recognition of the inconvenience to which the Complainant has been put, since October 2018.

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)(b), (e) 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 to rectify the conduct complained of, by making payment on the Complainant's claim pursuant to his policy, in the sum of €32,250 (being the agreed market value of the vehicle of €32,500, less the policy excess of €250) together with an additional compensatory payment to the Complainant in the sum of €750, 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.

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

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

MARYROSE MCGOVERN
DEPUTY FINANCIAL SERVICES AND PENSIONS OMBUDSMAN

31 August 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.