Decision Ref:	2021-0056
Sector:	Insurance
Product / Service:	Travel
Conduct(s) complained of:	Claim handling delays or issues Failure to provide correct information Poor wording/ambiguity of policy
Outcome:	Upheld

LEGALLY BINDING DECISION OF THE FINANCIAL SERVICES AND PENSIONS OMBUDSMAN

This complaint concerns a travel insurance policy.

The Complainant's Case

The Complainant says that he renewed his travel insurance policy with the Provider on **15 December 2017.** He says that he and his wife, together with their three children, were scheduled to fly from London to [City in Ireland] in the evening on **30 March 2018**, as the final inbound flight of their holiday. The Complainant says however that a "*fire at* [the airport] *led to all flights being cancelled… by operators 6 hrs after".*

The Complainant says that as a result of this, he and his family had to make alternative travel arrangements to return home, as follows:

> *"…overnight in hotel – bus* [airport] *to London Victoria [at 2.15pm on 31 March 2018] – Bus London Victoria via ferry to* [City in Ireland] *bus station [at 6.00pm on 31 March 2018] – Taxi* [City in Ireland] *Bus Station to* [city in Ireland] *Airport".*

The Complainant says that he telephoned the Provider's Claims Department on **31 March 2018,** but the Provider's agent advised that the circumstances occasioning the cancelled flight were not covered by the terms of his travel insurance policy. The Complainant says that the Provider's agent referred the matter to her Team Leader for "*a full review*", and the Provider's agent telephoned the Complainant on **3 April 2018** to confirm that there was no cover.

The Complainant says that he later met his Representative, who had concerns over the previous advice that the Complainant had received, and the matter was escalated back to the Claims Department. Following this, a Team Leader contacted the Complainant on **18 May 2018** to advise that he could in fact proceed with his claim under the "*Travel Delay*" section of his policy, which covered his final inbound flight.

The Complainant says that he submitted a claim to the Provider on **27 June 2018** in the amount of €610.06. That was the total cost of the alternative trip from [Airport] London to [City in Ireland] Airport in the amount of €985.05, less the €374.99 refund received from the airline in respect of the cancelled flight. Following its assessment, the Provider wrote to the Complainant on **2 July 2018,** enclosing a cheque for €35.63 as the claim settlement in respect of the *"Breakdown of Aircraft"* incident.

In his email to the Provider on **9 July 2018**, the Complainant said:

> *"I find that once again the service and level of service from [the Provider] is disappointing. The documentation is [in]complete, unclear and lacking specific information while the amount "Finalised" is unsupported.*
>
> *Please complete your documentation.*
>
> *In summary:*
>
> *The incident type listed is incorrect (1st note).*
> *The basis on which the calculation of my claim, referred to within the document, has been made is not given.*
>
> *The table shows details of costs etc. lists several columns and rows and is incorrect or uncompleted in almost all. For example the 1st column states "Hours Delayed" and all are listed as 12. The flight was cancelled not delayed; We were due to land on Friday evening and did not return actually until Sunday noon.*
> *The remaining details have not been filled in or are not fully readable.*
> *I would greatly appreciate this being correctly completed.*
>
> *A note on what is not covered ie. Taxis, food, accommodation etc. make no reference to the policy clause.*
> *Total Amount claimed has not been filled in.*
> *Benefit Excess has not been filled in.*
>
> *Following on from the initial errors made when I contacted [the Provider] I would like to know, specifically if [the Provider] would have covered accommodation if they had booked it?*
>
> *I wish to also know if €35.63 is the correct assessment of my claim where I had expenses of over €300".*

/Cont'd…

The Complainant received a reply from the Provider on **13 July 2018**, which said as follows:

> *"I know you are not happy with the claim settlement but having reviewed the policy terms and conditions the final calculation is correct, with this in mind I would like to arrange, under separate cover, a compensation cheque of €75".*

Following on from this the Complainant wrote to the Provider on **23 October 2018**, and said:

> *"The assessed claim is not for costs recoverable from another source i.e. it was not assessed for a flight cost that was refundable by [the airline].*
> *The policy section 11 [Travel Delay] which the claim was assessed under does not cover the loss for the flights that were cancelled and so they are not recoverable by me.*
>
> *My claim was assessed as eligible for the cost price of buying tickets to get home which is covered under section 11…*
>
> *Can you please specify the <u>applicable</u>*, sections of the policy under which;
> 1. *Deductions can be made from the claim value for money returned by a third party*
> 2. *Out of pocket expenses only are covered*
> 3. *Where the intention you have outlined is stated.*
>
> *The other points of my complaint also stand as regards the handling, completion of assessment form and transparency of same".*

<u>The Provider's Case</u>

The Provider in its Final Response Letter dated **13 July 2018,** said that:

> *"I understand your complaint relates to the poor customer service and the misleading advice provided by the claims department.*
>
> *Having had an opportunity to review our file notes and listen to all relevant call recordings, I have completed my investigation and am able to present my findings.*
>
> *You made your initial call to the claims department on 31/03/2018, the call handler advised you that the circumstances were not listed as covered, however this would need to be referred for a full review. Having referred the circumstances to her Team Leader she then called you back on 03/04/2018 to advise your claim would not be covered. You then happened to meet with your company rep who had concerns over this advice and the query was escalated back to the claims manager.*
>
> *You were then contacted on 18/05/2018 by […] Team Leader in Claims and advised we could proceed with your claim under the Travel Delay section part 2 which covered your final inbound flight. Your claim was settled on 02/07/2018.*

/Cont'd…

I can completely understand your frustration having been told no cover and then following a chance meeting with your Rep discovering you did have a claim. I do feel that the initial call was handled correctly but somewhere in the referral process, lines were crossed and the policy terms and conditions were misinterpreted. You should not have to get to the stage of wanting to cancel your policy, to have your claim reassessed and for this please accept my sincere apologies for the poor service that has been provided to you. Given this poor service I therefore can uphold your complaint.

….. I know you are not happy with the claim settlement but having reviewed the policy terms and conditions the final calculation is correct, with this in mind I would like to arrange, under separate cover, a compensation check for €75 and hope this will be accepted in the manner intended".

The Complaint for Adjudication

The complaint is that the Provider wrongly or unfairly assessed the Complainant's travel insurance claim and provided poor customer service throughout its assessment of the Complainant's claim and its handling of his subsequent complaint. In this regard the Complainant sets out his complaint as follows:

"Initially given false info by [the Provider] that we were not covered.

Assessment of claim on [the Provider's] form was not transparent.

Basis of assessment cannot be pointed out within the policy by [the Provider].

The Insurer has deducted monies from the claim assessment based on a refund I received from [the airline]. The policy does not allow [the Provider] to do that".

As a result, the Complainant seeks from the Provider "*payment of sum deducted, plus loss of time".*

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.

/Cont'd…

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 **10 February 2021**, 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.

Chronology of Events

- **20 December 2017:** The policy was incepted with the Provider on 20 December 2017 covering the period from 20 December 2017 to 14 December 2018.

- **31 March 2018:** The Complainant telephoned the Provider and gave details of the claim. The Provider's agent informed the Complainant that under the terms of his policy, the terms were very specific and the Complainant's circumstances were not listed in the policy. The Provider's agent told the Complainant that she would get its Underwriters to review, to make sure and would revert to the Complainant. The Provider's agent told the Complainant that she could not confirm cover until it was reviewed by the Underwriters. She said the claim would be assessed under "*Delay*" and to keep all receipts, and that it would need a report from the Airport that the reason for cancellation was due to a fire and it would also need the original booking invoice. The Complainant asked the Provider's agent if he would be covered under a different section of the policy and she told him that as soon as it had an update from the underwriters, it would contact the Complainant.

- **3 April 2018:** The Provider's agent telephoned the Complainant and told him that there was no cover for "*fire*" under the policy terms and conditions and that there was no cover under the policy in relation to his claim.

- **18 May 2018:** The Provider's agent telephoned the Complainant reminding him that at the time he telephoned the Provider in March, the Provider's agent had advised that because it was not a listed event, he was not covered under "*travel delay*". She told the Complainant however, that there was an alternative section in the policy that the Complainant could claim under and that she would send him out the claim form. She told the Complainant that if he wanted to put in a complaint, the agent would log it.

/Cont'd…

- **26 June 2018:** The Complainant telephoned the Provider and told the Provider's agent that he received a letter saying that the Provider required additional information. The Complainant told the Provider's agent that he never received the claim form. The Provider's agent told the Complainant that she would email it to him.

- **27 June 2018:** The Complainant completed the claim form and sent it to the Provider by email together with the supporting documentation.

- **28 June 2018:** The Provider's agent acknowledged the Complainant's email on 27 June 2018 and told him that it would review the documentation received and if it required anything further it would contact him. She also told the Complainant that she had logged a complaint on his behalf and the Provider's complaints team would contact him.

- **2 July 2018:** The Provider's agent telephoned the Complainant and told him that she received his complaint. She told the Complainant that his claim was finalised and a cheque would issue to him within 5-7 working days, along with the settlement letter. The Provider's agent asked the Complainant if he wished to keep the complaint open. He told her that he wished to do so, to highlight the problem.

- **2 July 2018:** The Provider sent the Complainant a letter saying that his claim was finalised and enclosed cheque settlement in the sum of €35.63.

- **9 July 2018:** The Complainant emailed the Provider in relation to his claim and said that he was not happy with the level of customer service received from the Provider. He sought further information in relation to his claim.

- **10 July 2018:** The Provider sent the Complainant an email addressing the Complainant's queries.

- **10 July 2018:** The Provider's agent telephoned the Complainant. He told her that he couldn't talk and was about to go into a meeting, so she told him that she would call him back at 3.00pm.

- **10 July 2018:** The Provider's agent telephoned the Complainant in relation to the complaint. She went through the complaint with him and told him that the Provider would be upholding his complaint. She also told him that she would come back to him in a few days with an update.

- **11 July 2018:** The Provider's agent telephoned the Complainant and told him that his complaint was upheld. She offered him €75 customer service award and told him that he could go to the Ombudsman if he was not satisfied with the outcome. She also told him that she would send out the Final Response Letter which issued to the complainant n 13 July 2018.

/Cont'd…

- **19 July 2018:** The Complainant asked the Provider's agent what sections of the policy applied to his claim and the Provider replied the following day.

- **23 July 2018:** The Complainant sent an email to the Provider with a query in relation to the terms and conditions which the Provider replied to that day.

- **25 July 2018:** The Complainant raised a query in relation to the policy and the Provider replied.

- **26 July 2018:** The Provider emailed the Complainant and told him that that its investigation should be completed no later than 40 days from the date of his complaint and it would let him know when there was a decision.

- **12 October 2018:** The Complainant emailed the Provider and wanted to know when his complaint would be responded to. The Provider responded saying that it had sent its Final Response Letter on 13 July 2018. The Complainant replied pointing out that the letter of 13 July 2018 was in relation to his previous complaint. In response, the Provider emailed the Complainant and told him that both complaints had the same reference and asked the Complainant to outline the details of his other complaint.

- **15 October 2018:** The Provider sent the Complainant its response in relation to his complaint.

- **18 October 2018:** The Complainant sent the Provider an email saying that he could not find the term in the policy document in relation to "*deducting the flight refund*".

- **23 October 2018:** The Complainant sent an email to the Provider's agent in relation to the terms and conditions of the policy, to which the Provider responded that day.

- **2 November 2018:** The Complainant emailed the Provider and asked if it would confirm it had no further response and issued a reminder on 12 November.

- **19 November 2018:** The Provider sent the Complainant an email telling him that it could not clarify the matter further and this was the Provider's Final Response. The Complainant was unhappy and sent the Provider an email advising that he would appreciate further help on the matter.

<u>Policy Terms and Conditions</u>

I note the following from the terms and conditions of the policy which the Complainant purchased, in relation to Travel Delay:

> ***"Section 11 – Travel Delay***

/Cont'd…

What is covered

1) *If the departure of any flight, sea crossing, coach or train journey forming part of Your Trip and specified on Your ticket, is delayed as a direct result of Strike, Industrial Action, adverse weather conditions, or mechanical breakdown of aircraft, sea vessel, coach or train:*

   - *For more than 12 hours beyond the intended departure time:*
     We will pay the amount shown on the Summary of Cover table per Insured Person for the first 12 hours Your departure is delayed and for each subsequent full 12 hours delay, up to the maximum shown on the Summary of Cover per Insured Person per Trip; or

   - *For more than 12 hours beyond the intended departure time on the first outbound flight, sea crossing, coach or train: You can choose instead to abandon Your Trip and submit a cancellation claim under Section 9 up to the maximum shown on the Summary of Cover table per Insured Person.*

2) If Your final inbound flight or sea crossing is cancelled and no alternative provided within 12 hours of the intended departure time: <u>We will pay the cost of buying a replacement ticket up to a maximum of €500 per Insured Person per Trip</u>.

[My emphasis]

Special conditions relating to claims
If you suffer delays You must obtain written confirmation from the Carrier stating the period and reason for delay.

This benefit is only payable for the period of time You are delayed whilst located at the departure point of Your booked flight, sea crossing, coach or train journey.
.....
What is not covered
e) Anything mentioned in the "General Exclusions".

Within the policy terms and conditions I also note the following:

"General Exclusions Applying To All Sections
No Section of this Policy shall apply in respect of:

5) Costs of telephone calls or faxes, meals, taxi fares (with the sole exception of the taxi costs incurred for the initial journeys to and from a hospital or clinic abroad due to an Insured Person's illness or injury), interpreters fees, inconvenience, distress, loss of earnings, loss of enjoyment of holiday, time-share maintenance fees, holiday property bonds or points and any additional travel or accommodation costs.
.....
24) Any costs recoverable from another source".

/Cont'd…

Analysis

I note from the submissions provided to this Office that the Complainant, his wife and their three children were scheduled to fly, as the final inbound flight of their holiday, from [Airport] London to [City in Ireland] late in the evening on **30 March 2018**, but the Complainant says that a "*fire at* [airport] *led to all flights being cancelled*".

As a result, the Complainant and his family had to make alternative travel arrangements to return home. In the Complainant's submissions to this Office, the first element of his dissatisfaction stems from the Provider's initial response to his efforts to proceed with a claim. He says that he was:

> *"Initially given false [information] by [the Provider] that we were not covered. Assessment of claim on [the Provider's] plan was not transparent. [The] basis of assessment cannot be pointed out within the policy by [the Provider]. [The] Insurer has deducted monies from the claim assessment based on a refund I received from [the airline]. The policy does not allow [the Provider] to do that".*

The Provider set out its position in its Final Response Letter dated **13 July 2018**, which is quoted above on Page 3-4. Furthermore, in its subsequent Final Response Letter dated **19 November 2018,** the Provider also advised:

> *"The points you have raised regarding the policy wording have been referred to the policy underwriters, policy wording is reviewed annually and they do consider feedback from members.*
>
> *With regards to the handling, completion of your claim this was addressed in the initial final response dated 13/07/18, given the poor service the complaint was upheld. I know you are not happy with the claim settlement but having reviewed the policy terms and conditions the final calculation was correct, you were given an additional payment [of] €75 for the inconvenience caused."*

Travel insurance policies, like all insurance policies, do not provider cover for every eventuality; rather the cover will be subject to the terms, conditions, endorsements and exclusions set out in the policy documentation.

In considering the Complainant's contention that he was "*Initially given false [information] by [the Provider] that we were not covered",* I note the Provider's submissions to this Office, advising:

> *"The initial call to the claims department on 31/03/18 was handed correctly as the call handler confirmed the circumstances not "listed" as an insurable event and advised insured that she would refer to her team leader. It was the review that the team leader conducted that was incorrect and the 2nd call on 03/04/2018 the insured was given incorrect advice".*

/Cont'd…

I note from the call on **31 March 2018,** that the Complainant telephoned the Provider and gave the details of the claim. The Provider's agent told the Complainant that under the terms of his policy, the terms were very specific and the Complainant's circumstances were not listed in the policy. This however, in my opinion, was not correct.

The Provider's agent told the Complainant that she would get its Underwriters to review, to make sure and would revert to the Complainant. She told the Complainant that she could not confirm cover until it was reviewed by the Underwriters, but it would be assessed under "*Delay*" and to keep all receipts and that it would need a report from the Airport, that the reason for cancellation was due to a fire and it would also need the original booking invoice. The Complainant asked the Provider's agent if he would be covered under a different section of the policy and was told that as soon as it had an update from the Underwriter, the Provider would contact the Complainant.

On the **3 April 2018,** the Provider's agent telephoned the Complainant and told him that there was no cover for "*fire*" under the policy terms and conditions and that there was no cover under the policy in relation to his claim.

I note from the Complainant's submissions that he later met his Representative, who had concerns over the previous advice that the Complainant had received, and it was at that point, that the matter was escalated back to the Claims Department. I note that, following this, a Team Leader contacted the Complainant on **18 May 2018** (some 6 weeks after the Complainant had originally sought to pursue a claim) to advise that he could proceed with his claim under the Travel Delay section of the policy, as there was an alternative section in the policy that the Complainant could claim under. She advised that she would send him out the claim form and that if he wanted to put in a complaint, she would log it.

Having considered the terms and conditions of the policy, I am not satisfied that the Provider acted within the scope of the policy terms, when it advised of no cover on **3 April 2018**. I further note that the only reason the Complainant was ultimately informed of a potential claim under his policy, was because of his interactions with his Representative. This is very disappointing.

In considering the second element of the complaint that the Provider's *"assessment of the claim on [the Provider's] form was not transparent",* I note in the Provider's submissions that:

> *"I am happy that the insured received a detailed breakdown of cover within the settlement letter dated 02/07/201[8]"*

Having considered the evidence made available to this Office, including the letter to the Complainant dated **2 July 2018,** I am not satisfied that the Provider gave a detailed breakdown of the calculation within the settlement letter and indeed this was only provided to the Complainant after he requested it from the Provider, by email on **9 July 2018.** I note that the Provider replied to the Complainant's request on **10 July 2018,** and it was only at this stage, that the Provider gave a detailed breakdown to the Complainant.

/Cont'd…

I have considered also the third and fourth elements of the complaint raised by the Complainant, that the "*basis of assessment cannot be pointed out within the policy"* and that the Provider *"deducted monies from the claim assessment based on a refund I received from [the airline]"* which the Complainant believes is not permitted by the policy.

I note the Provider's submission that:

> *"The policy wording under Section 11 specifies cover for alternative travel costs i.e. replacement tickets and not accommodation therefore the cost of hotel €116.14 was declined. The policy also specifies in the "under (5) general exclusions" that we do not cover costs recoverable i.e. refunds from airline. The insured also initially inquired for cost of meals and it was highlighted exclusion under (24).*

The Complainant says that "*the insurer has deducted monies from the claim assessment based on a refund I received from [the airline]. The policy does not allow [the Provider] to do that".*

I note the following in that respect, from the policy terms and conditions:

> ***"General Exclusions Applying To All Sections***
> ***No Section of this Policy shall apply in respect of:***
> *24) Any costs recoverable from another source".*

Consideration must therefore be given to the meaning of the phrase "*any costs recoverable from another source*". I have noted in that regard that the word "*costs*" is not defined within the policy. The question therefore arises as to whether the "costs" of the Complainant and his family, which were assessed for recovery under the policy on foot of his claim, fell to be recovered by him from another source. I note in that regard that when the Complainant pushed for a breakdown of the calculation made by the Provider in respect of his claim, he ultimately received an email dated 10 July 2018 advising as follows:-

> "*The breakdown is on Page 2 of your Settlement Letter, for clarity, I have also listed it below:*
>
> *Flight due to leave at [time] – cancelled by [airline] and full refund provided.*
> *<u>Expenses incurred:</u>*
> *Hotel - £102.00 - Not covered.*
> *Coaches [airport] to London - £ 43.00 = €48.88 - covered.*
> *London to [City in Ireland] €270.16 - covered.*
> *Ferry - €90 - covered.*
> *Extra nights car parking at [City in Ireland] €8.90 - covered.*
> *Receipts for food and extras – not covered.*
>
> *Total €417.94*
> *Less refund provided by [airline] -€382.31*
> *Settlement due: €35.63."*

/Cont'd…

Firstly, it should be noted that I disagree with the Provider that this breakdown was provided in clear terms on Page 2 of the original Settlement Letter. I can well understand the Complainant's failure to comprehend how the figure had been calculated, based on the figures originally made available by the Provider.

Secondly, I note that the Provider recognised total "costs" of €417.94, excluding food and accommodation costs, which the Provider assessed as part of his claim and confirmed as being recoverable by the Complainant, in respect of the expenses he and his family had incurred in arranging alternative travel arrangements.

It is however, unclear to me as to why the Provider determined that it was appropriate to deduct certain monies that the Complainant had been refunded by the airline. It seems clear that the refund the Complainant received from the airline was in respect of the original purchase price of the tickets for the flight which had been cancelled, and did not, by any stretch of the imagination, represent a recovery by the Complainant of the coach fares, ferry fares or parking charges, which were assessed for payment by the provider, as part of the admitted claim.

There is no evidence before me that the Complainant sought to claim the costs of the original flights from the Provider. Had he done so, naturally, the Provider would have been entitled to deduct those monies, which he had recovered directly from the airline. It seems to me however, that the costs which were ultimately calculated for the purpose of the claim were entirely different costs from the costs which the Complainant had recovered from the airline. In those circumstances, I do not accept that it was appropriate for the Provider, based upon the policy wording which has been made available, to deduct the refunded airline charges from the benefits payable to the Complainant and I take the view that, rather, the Provider ought to have discharged a total of €417.94 to the Complainant.

Insofar as the Complainant has indicated a dissatisfaction with the third and fourth elements of the complaint as outlined above, I accept for the reasons outlined above, that it was reasonable for him to be dissatisfied in that regard.

The Provider's interactions in this matter with its customer, the Complainant, have been more than a little disappointing. In addition to the Provider's original failure in March 2018 to recognise the opportunity for the Complainant to pursue a claim arising from the cancelled flight, I accept that the Provider then also failed to adequately clarify the manner in which the benefit payment was calculated. Thereafter when it confirmed the calculations it became clear that the Provider had compounded the Complainant's poor claims experience by deducting monies inappropriately from the benefit payment calculated to fall due.

All in all, I take the view that the Provider failed in its obligations to the Complainant to adequately assess his claim throughout this period and I believe that the Provider's conduct in that respect was unreasonable within the meaning of ***S.60(2)(b)*** of the ***Financial Services and Pensions Ombudsman Act 2017***. I am satisfied that the Complainant has been left out of pocket since the relevant time and the Provider has a case to answer to him in that regard.

/Cont'd…

Accordingly, I am satisfied that this complaint should be upheld and I consider it appropriate to direct the Provider to rectify the conduct complained of by issuing an additional benefit payment to the Complainant in the sum of €382.31.

In addition, I consider it appropriate to direct the Provider to make an additional compensatory payment to the Complainant, in respect of the inconvenience which he has been caused as a result of the Provider's conduct. In that respect, I intend to direct the Provider to make a compensatory payment to the Complainant in the sum of €500 to conclude.

Conclusion

- My Decision pursuant to ***Section 60(1)*** of the ***Financial Services and Pensions Ombudsman Act 2017***, is that this complaint is upheld on the grounds prescribed in ***Section 60(2)(b) & (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 issuing an additional benefit payment to the Complainant in the sum of €382.31. I also direct the Provider to make an additional payment by way of compensation to the Complainant in the sum of €500, 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

3 March 2021

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—

/Cont'd…

(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.