



<u>Decision Ref:</u>	2021-0169
<u>Sector:</u>	Insurance
<u>Product / Service:</u>	Car
<u>Conduct(s) complained of:</u>	Lapse/cancellation of policy Delayed or inadequate communication Complaint handling (Consumer Protection Code) Failure to provide correct information
<u>Outcome:</u>	Partially upheld

LEGALLY BINDING DECISION OF THE FINANCIAL SERVICES AND PENSIONS OMBUDSMAN

The Complainant held a motor insurance policy with the Provider.

The Complainant's Case

The Complainant logged on to his online account facility with the Provider on **16 September 2019** and changed the address on his motor insurance policy from an address in County [in Leinster] Republic of Ireland to one in Northern Ireland but, in error, he retained County [in Leinster] as part of the address.

During an online webchat with the Provider later that day, the Agent noticed that the address was partially incorrect and when the Complainant then confirmed the correct address as being one in a county in Northern Ireland, the Agent explained that the Complainant would need to cancel his policy because the Provider does not provide motor insurance cover in Northern Ireland. Accordingly, the Provider confirmed the cancellation of the Complainant's motor insurance policy from 23:59 on **30 September 2019** by way of letter dated **17 September 2019**.

The Complainant later telephoned the Provider on **18 September 2019** to advise that he no longer wanted to cancel his motor insurance policy and to explain that he was only going to spend 3 days a week in Northern Ireland working, where his accommodation was a weekly bed and breakfast agreement. He said that he would be spending the remaining 4 days of the week in [location] Republic of Ireland, where his family resided on a permanent basis.

The Complainant says that the Provider would not withdraw the cancellation and reinstate his motor insurance policy and in this regard, he sets out his complaint in the Complaint Form he completed, as follows:

"I started to work in...[location] and changed address temporarily [to an address in Co. [in Northern Ireland]]. I was asked to pay €30 by [cheque]. I chatted online with [the Provider on 16 September 2019] and he blamed [me on] wrong information using Co. [in Leinster] [as an address] and asked me to cancel my insurance. He advised me to cancel comprehensive insurance immediately and I said ok. [The Provider] cancelled my insurance on 30th September [2019] and I was not given time to do paperwork for UK insurance. I phoned [the Provider on 18 September 2019 and asked] them not to cancel my comprehensive insurance but they proceed[ed]...I cannot get UK insurance immediately and I complain[ed], but no response. I need to export car to UK and get UK registration number for UK insurance. The process of exporting car to UK [is] 4 to 6 weeks. I need time until 31st October [2019] to sort these paperwork. My car will be without insurance from 30th September to 31st October [2019] due to immediate cancellation [of my car insurance policy by the Provider]. With comprehensive cover I can drive car [for] 60 days in EU including UK, but I was not given this option".

The Complainant's complaint is that the Provider wrongfully or unfairly cancelled his motor insurance policy and that it refused to reinstate this policy thereafter.

The Provider's Case

Provider records indicate that the Complainant applied for motor insurance on **26 December 2017** via its website, using an address in Co. [in Leinster] Republic of Ireland. The Provider notes that it is possible to have two addresses recorded on the policy, a postal address and a risk address, though it is the risk address that is the most relevant as it confirms where the vehicle will be held for 4 or more nights each week. This four-nights-a-week requirement is to ensure that the most appropriate area rating applies for the risk and also serves to ensure customers are eligible on the basis of permanent residency in the Republic of Ireland. As a result, the online application address field includes the following help-text:

"To calculate your premium, we need to know where the car is kept at least 4 nights each week".

In this regard, the applicant must either input a valid Eircode or manually type the address and select the county from a drop-down menu, and only Republic of Ireland counties are offered in this drop-down.

The Provider accepted the Complainant's application for cover and his motor insurance policy documents issued on 26 December 2017, with a commencement date of **7 January 2018**.

The Provider has various risk acceptance criteria and it asks for the relevant information at the outset and where it chooses to offer cover and terms, it does so based on the risk details at that time. If the risk details change during the term of the policy, the '**General conditions which apply to the whole policy**' section of the applicable Your Private Motor Vehicle Insurance Policy Document (Republic of Ireland) advises, *inter alia*, at pg. 7:

"Policy Changes ...

5. You must tell us immediately if: ...

c you change the address at which you normally keep the vehicle ...

When you tell us about a change, we may then reassess your premium and your cover".

The Provider sent the Complainant a renewal notice on 17 December 2018 and his policy renewed on **7 January 2019**.

The Provider notes that on 16 September 2019 the Complainant updated his postal address via his online account facility to an address in a County in Northern Ireland. The Complainant also manually entered this address as the risk address, but chose his previous County in Leinster from the drop-down options of counties. In this regard, the Provider notes that there is no drop-down option for the relevant County in Northern Ireland as it is outside the Republic of Ireland and the Provider does not provide motor insurance in Northern Ireland.

Later that same day on **16 September 2019**, the Complainant contacted the Provider's webchat service to remove an additional driver from the policy. During the course of this webchat, the Complainant confirmed to the Agent that he had moved to Northern Ireland, in response to which the Agent then advised that the Provider does not provide motor insurance in the UK and that the Complainant would have to cancel his motor insurance policy, as follows:

Agent: *Have you moved to....County [in Northern Ireland]?*

Complainant: *Yes*

Agent: *Is the above correct?
This is in Northern Ireland. We do not provide insurance in the UK*

/Cont'd...

Complainant: *Northern Ireland*
Yes

Agent: *You have applied Co. [in Northern Ireland] but used County [in Leinster]*
If you have moved to Northern Ireland you have to cancel the policy

Complainant: *How much notice for cancelling policy?*

Agent: *I can cancel anytime you wish*
The details you have applied are not correct

Complainant: *There [Provider] office in [County in Northern Ireland]*

Agent: *Yes, but we complete all transactions and amendments online or by phone*

[In this regard, the Provider operates its customer service centre from Northern Ireland]

Complainant: *Is [Co. in Northern Ireland] covered by [the Provider] or not?*

Agent: *No. [Co. in Northern Ireland] is in Northern Ireland and as stated above we do not provide insurance in the UK*

Complainant: *Send me no claim bonus certificate*

Agent: *Okay. When do you wish to cancel the policy?*

Complainant: *First I need to get new insurance and then let you know, maybe 30th September*
30th September
Until midnight
But I am travelling Republic as well, not fully moved, this is just one week accommodation b and b

Agent: *Okay. I will request the policy to be cancelled from the 30th September 2019 at 23:59hrs*

Complainant: *How much charge for cancellation?*

Agent: *You will only be charged for the period of time on cover with an administration fee of €50*

Complainant: *I just started job in [Co. in Northern Ireland]*

Agent: *Okay. That is fine. I will send this request through to our cancellation department here now for you and you will receive a letter confirming it via post in the forthcoming days*

/Cont'd...

Complainant: *No Claim Certificate?*

Agent: *Yes I will request that the No Claims Discount is issued to you*

Complainant: *Thanks*

The Provider says that although the Complainant typed during this webchat "*I am travelling Republic as well, not fully moved, this is just one week accommodation b and b*", its Agent did not ask any further questions concerning this statement as the Complainant had already completed a change of address online, prior to the webchat and at the start of the webchat had confirmed that he had moved to Northern Ireland. In any event, the Provider also says that it would be outside of the norm for a policyholder to complete a change of address if they were only visiting a location for one week.

The Provider says that because it does not provide motor insurance cover in Northern Ireland, it would have enforced a policy cancellation if the Complainant had not agreed to it during the webchat on 16 September 2019. The Provider notes that this may then have made it difficult for the Complainant to obtain policy quotes elsewhere in the future, as many insurers request the disclosure of any history of enforced cancellation. In this regard, the Provider says that the most logical solution for both the Complainant and the Provider, based on the information provided by the Complainant on **16 September 2019**, was to cancel his motor insurance policy.

The Provider says that following this webchat, it issued the Complainant with a cancellation letter on 17 September 2019 confirming that it would cancel his motor insurance policy with effect from 23:59 hours on 30 September 2019. In addition, the Provider also sent the Complainant under separate cover on 17 September 2019 a copy of his 5 years' No Claims Bonus and a revised motor insurance policy pack detailing the risk address as Northern Ireland.

The Provider says that the Complainant telephoned on **18 September 2019** to advise that he no longer wanted to cancel his motor insurance policy and to explain that he was only going to spend 3 days a week in Northern Ireland working, where his accommodation was a weekly bed and breakfast agreement, and that he would be spending the remaining 4 days of the week in the Republic of Ireland, where his family resided on a permanent basis. The Provider says that the Agent referred this new information to the Provider's underwriting department to review.

The Agent subsequently telephoned the Complainant the next day, **19 September 2019**, to explain that the underwriting department would not reinstate his motor insurance policy and she advised that he could instead apply online for a new policy, though the underwriters would require proof of his Republic of Ireland residential address and confirmation that he was only working in Northern Ireland 3 days a week. The Provider says that this decision was made based on the fact that the Complainant had provided it with differing information on 16 September 2019 and 18 September 2019 relating to his residency.

/Cont'd...

The Provider says that during this telephone call on **19 September 2019**, the Agent sought further information from the Complainant in trying to clarify his employment and residency situation, however the Provider accepts that some of the questions put to the Complainant were unnecessary and should not have been asked. As a result, in its email on 3 June 2020, the Provider offered the Complainant a goodwill gesture of €250 for the inconvenience that this aspect of the telephone call might have caused, and this offer remains open to him to accept.

The Provider says that in addition, the Agent also explained during this call that it does provide cover if the policyholder were to travel to Northern Ireland on holidays or for the day but that it does not provide cover if the policyholder moves there. In this regard, as the Complainant changed his address online on 16 September 2019 to show that he was a resident in Northern Ireland, his motor insurance policy from that date no longer responded to the foreign use option, which was only open to those resident in the Republic of Ireland with a valid policy.

The Provider says that the Complainant had confirmed on 16 September 2019 that he was residing outside of the Republic of Ireland in Northern Ireland. When he subsequently advised on 18 September 2019 that he would be staying in the Republic of Ireland for 4 nights a week, the Provider offered the Complainant the option of purchasing a new motor insurance policy once confirmation was received of the exact risk address that he would be using (that is, his Republic of Ireland residential address) and of the number of days per week he was working in Northern Ireland. The Provider however received no such proofs from the Complainant for it to refer the matter to its underwriting department for a new motor insurance quote.

The Complainant's motor insurance policy lapsed at 23:59 hours on 30 September 2019 and the Provider issued him with a refund cheque in the amount of €60.68 on that day. The Provider is confident that the correct actions were taken by it during the cancellation process and that it offered a workable solution to the Complainant that was both fair and reasonable, in light of the fact that the information it had received from the Complainant by telephone on 18 September 2019 differed from the information he had previously inputted online and advised by webchat on 16 September 2019. Accordingly, the Provider is satisfied that it was correct in cancelling the Complainant's motor insurance policy and in refusing to reinstate the policy thereafter.

The Complaint for Adjudication

The complaint is that the Provider wrongfully or unfairly cancelled the Complainant's motor insurance policy and that it then refused to reinstate this policy thereafter.

/Cont'd...

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

I note that the Complainant renewed his motor insurance policy with the Provider on **7 January 2019**, when he was resident at an address in Ireland.

The evidence before me shows that some eight months later, the Complainant logged on to the Provider's online account facility on **16 September 2019** and changed the postal address on his motor insurance policy from an address in Leinster, in Ireland, to an address in Northern Ireland. I also note that when entering the risk address, the Complainant manually inputted the full Northern Ireland address and then either chose Co. [in Leinster] from the drop-down list of counties, or left it unchanged. In this regard, I note that the Provider advises that only Republic of Ireland counties are offered in this drop-down list of counties, because it does not offer motor insurance cover in Northern Ireland.

During a subsequent online webchat with the Provider later that same day on 16 September 2019, I note that the Complainant confirmed to the Agent that he had moved to Northern Ireland, to which the Agent then advised, that the Provider does not provide motor insurance in the UK and that the Complainant would have to cancel his motor insurance policy. Details of the actual webchat are quoted above at Pages 3 – 4.

/Cont'd...

I am satisfied from this webchat that the Complainant agreed to the cancellation of his motor insurance policy from 23:59 on 30 September 2019, and I note that the Provider wrote to the Complainant on 17 September 2019 the following day, to confirm the cancellation of his policy, as follows:

"...we would like to confirm that your policy has been cancelled from 30 September 2019 at 00.01 hours.

I note that the Complainant typed during the webchat on 16 September 2019 that

"I am travelling Republic as well, not fully moved, this is just one week accommodation b and b."

I consider it to have been reasonable for the Provider to have taken the view that it was not obvious or necessary for the Agent to ask the Complainant any further questions concerning his place of residency, given that he had already completed a change of address online, prior to the webchat and at the start of the webchat he had confirmed that he had moved to Northern Ireland.

In addition, I note the Provider has advised that if the Complainant had not agreed to cancel his motor insurance policy during the webchat on 16 September 2019, that it would then have enforced a cancellation. In this regard, I accept the Provider's position that an individual having an enforced policy cancellation on the record, can cause difficulties for that person when seeking new motor insurance elsewhere. Happily the Complainant was facilitated in avoiding such a cancellation.

Based on the new address information supplied by the Complainant to the Provider on 16 September 2019 by way of the online account facility and by webchat, and because the Provider does not provide motor insurance cover in Northern Ireland, which is part of the U.K., I accept that the Provider was correct to seek the cancellation of the policy on 16 September 2019 and that it was in the interests of the Complainant for it to have sought to do so, with his agreement.

I note that in his email to this Office at 12:22 on **4 October 2020**, the Complainant submits as follows:

"[The Provider] are confusing me multiple times. On one hand they change my address to [Co. in Northern Ireland] and issue the certificate of insurance. They asked me to submit €30 for change of address ... On the other hand, during [the webchat on 16 September 2019], [the Agent] blamed me that I changed the address manually in [Co. in Northern Ireland] with Co. [in Leinster] but actually it was not true ... So [the Agent] made me scared and guilty and believing his narrative as he was asking me for a cancellation date and I agreed to cancel it without giving much thought. All these things happened due to misinformation from a webchat agent and lack of my experience in insurance matters"

/Cont'd...

It appears however from the evidence before me, that the Complainant logged on to his online account facility with the Provider on 16 September 2019 and changed the address on his motor insurance policy from an address in Co. [in Leinster] Republic of Ireland to a county in Northern Ireland. In addition to this, I note that the Complainant also confirmed to the Provider during the webchat later that same day on 16 September 2019, that he had moved to Northern Ireland.

As the Provider does not supply motor insurance cover in Northern Ireland, I am of the opinion that it was entitled to seek the cancellation of the Complainant's motor insurance policy on 16 September 2019, based on the information that he himself had given to the Provider on that day, via its online account facility and by webchat. In addition, I note it was the Complainant himself who, during the webchat, suggested **30 September 2019** as the cancellation date for his policy.

I also note that the Complainant telephoned the Provider on 18 September 2019 to advise that he no longer wanted to cancel his motor insurance policy and to explain that he was only going to spend 3 days a week in Northern Ireland working and that he would be spending the remaining 4 days of the week in the Republic of Ireland, where his family resided on a permanent basis.

Following the referral of this new information to its underwriting department for review, I note that the Provider telephoned the Complainant on 19 September 2019, to explain that the underwriting department would not reinstate his motor insurance policy, but that he could instead apply for a new policy online, in which event the underwriters would require proof of his residential address and confirmation that he was only working in Northern Ireland 3 days a week.

As the Complainant had provided information to the Provider by telephone on 18 September 2019 relating to his residency outside the Republic of Ireland, that differed from the information which he had previously confirmed to the Provider on 16 September 2019 by way of his online account facility and later that same day by webchat, and given that the Provider had already confirmed the cancellation of his motor insurance policy by way of letter to the Complainant on 17 September 2019, I accept that it was reasonable for the Provider, in light of this differing information, to decide not to reinstate the Complainant's motor insurance policy.

In addition, I note that the Provider offered the Complainant the option of purchasing a new motor insurance policy online once its underwriting department had received confirmation of his Republic of Ireland residential address and the number of days he would be working in Northern Ireland.

In light of the differing information provided by the Complainant on 16 September and 18 September 2019 relating to his residency, I am of the opinion that it was reasonable and understandable that the underwriters, as insurers, would request specific confirmation of such evidence before it would issue the Complainant with a new motor insurance quotation.

/Cont'd...

I note that in his email to this Office at 12:22 on **4 October 2020**, the Complainant submits as follows:

“...my job was full time 40 to 48 hours per week but due to 24 hours shift in the roster it can be finished in...two shift[s]...Due to full time employment it was difficult to get a letter from employer for 3 days work and shift can be any day of week.

My wife and children were living in [stated address in Republic of Ireland].”

Be that as it may, I am satisfied that it was for the Complainant to provide the Provider, as an insurer, with the information it required, in order for it to be satisfied that it was appropriate to issue him with a new motor insurance quotation.

In addition, I note that in his email to this Office at 12:43 on **4 October 2020**, the Complainant also submits, *inter alia*, as follows:

“[The Provider] covered the insurance from 18th September [2019] to 30th September [2019] on my [Co. in Northern Ireland] address so it means they could have covered in Northern Ireland including [Co. in Northern Ireland] until January 2021 but they did [not] cooperate with me”.

Following the Complainant’s action to change his address on 16 September 2019, the Provider wrote to him on 17 September 2019 enclosing an amended policy pack, detailing the new risk address as Northern Ireland. Notwithstanding that it was the Complainant himself who suggested during the webchat on 16 September 2019 that the policy be cancelled from 30 September 2019, I note that the Provider gave the Complainant 10 working days’ written notice of the cancellation, regardless of the fact that the risk address had moved to outside the Republic of Ireland.

In his recent submissions, the Complainant has indicated his dissatisfaction with what he refers to as the provider simply cancelling insurance *“whenever suits them”*. I don’t accept this. When a proposer for insurance alters the basis upon which a policy has been put into place, it is reasonable for the insurer to re-assess the circumstances and risk of the new situation, in order to determine whether cover can continue to be offered.

In this instance, the Complainant advised that he was moving to Northern Ireland. The Provider does not offer motor insurance cover to residents of Northern Ireland. Neither can it be compelled to do so.

The **‘General conditions which apply to the whole policy’** section of the applicable ***Your Private Motor Vehicle Insurance Policy Document (Republic of Ireland)*** advises, at pg. 7:

“We may choose to cancel the policy...by sending you 10 days’ written notice to your last known address”.

/Cont’d...

I am satisfied that the Provider was under no obligation to delay the cancellation of the Complainant's motor insurance policy beyond 30 September 2019, which was the date it had agreed with the Complainant to facilitate him in seeking insurance cover elsewhere, particularly given that the cancellation agreed on 16 September 2019 was based on the Complainant confirming that his policy address was in Northern Ireland, and given that the Provider does not provide motor insurance cover in Northern Ireland.

In addition, as the Complainant's motor insurance policy was listed with a risk address outside of the Republic of Ireland since 16 September 2019, I am satisfied that the option to avail of the foreign use element of the motor insurance policy was no longer open to him, from when he changed the policy address.

The parties made a number of submissions after the Preliminary Decision was issued by this Office in January 2021. It was the Complainant who first made a submission on 31 January 2021, in which he supplied a copy of the Certificate of Insurance which had been transmitted to him by the Provider in September 2019. He made a number of comments including that:-

"It is proved that no error happened during change of address and [the Provider] agreed to cover my car until 06th January with my new address".

I noted in that respect that the Insurance Schedule issued by the Provider dated 17 September 2019 confirmed the period of cover from 16 September 2019 at 11:48 hours to 06 January 2020 at 23:59 hours, in addition to confirming the Complainant's address in Northern Ireland. A copy of this submission was shared with the Provider for its consideration, but it elected to make no response. Accordingly, I wrote to the Provider on 25 February 2021 asking for the Provider to comment on the copy Motor Insurance Schedule issued in September 2019, in the context of the Complainant's submission.

When the Provider responded on 10 March 2021, I noted the Provider's submission that:-

"The Complainant contacted us on 16 September 2019 to pay the administration fee for the change of address. The error in the address was noted by the agent the Complainant spoke to. The revised 2nd amended certificate was issued to the [Northern Ireland] address was because the agent updated the address on the system once the error was noted. The error noted was that when the Complainant manually entered their new [Northern Ireland] address they completed the address but placed the county as [Co in Leinster]. We provided you with a new certificate to your [Northern Ireland] as you were due to remain on cover until 30 September and would require a certificate confirming same".

This Office understands that the Provider will of course have found it appropriate to issue a Certificate of Insurance to the Complainant in respect of the cover which it was willing to make available to him between 16 September and 30 September 2019.

/Cont'd...

The Provider's submissions have failed however to clarify why the car Insurance Schedule which issued to the Complainant dated 17 September 2019, on its face purported to provide insurance cover for the period between 16 September 2019 and 6 January 2020, notwithstanding that the address for the Complainant clearly on the face of the policy schedule was in Northern Ireland, and the Provider had advised the Complainant that it could not offer him such cover because he intended to reside in Northern Ireland.

In those circumstances, it is understandable that the Complainant will have been utterly confused as to the position being adopted by the Provider and the Provider's absence of an explanation as to how this came to occur, is disappointing.

Finally, I note the Provider advises that when it telephoned the Complainant on 19 September 2019, that the Agent sought further information from the Complainant in trying to clarify his employment and residency situation. The Provider accepts that some of the questions put to the Complainant were unnecessary and ought not to have been asked. As a result, in its email on 3 June 2020, the Provider offered the Complainant a goodwill gesture of €250 for the inconvenience that this aspect of the telephone call might have caused, and this offer remains open to him, from that time.

Having listened to the recording of this telephone call that the Provider made to the Complainant on 19 September 2019, I agree that some of the questions asked by the Agent, should not have been asked. In my opinion those questions were an attempt by the Agent to better understand the Complainant's employment situation, but they were not appropriate. As a result, I am of the opinion that the Provider's goodwill offer of €250, in the circumstances, was an appropriate gesture for that element of the matter.

I had indicated in the Preliminary Decision of this Office that on the basis of the compensatory offer of €250 which it was open to the Complainant to accept, I did not intend to uphold this complaint. I am however disappointed by the subsequent inability of the Provider to explain in any adequate fashion, as to why it issued a Certificate of Insurance to the Complainant purporting to make cover available for a period of 4 months between September 2019 and January 2020, whilst at the same time telling the Complainant that it was unable to offer precisely such cover. Accordingly, to take account of this aspect of the matter, I consider it appropriate to partially uphold this complaint, as I believe the Provider has a case to answer to the Complainant in respect of the ongoing confusion and lack of clarity regarding the events giving rise to his complaint.

I am firmly of the opinion that because the Provider does not offer motor insurance cover for residents of Northern Ireland, it was entitled to decline to cover the Complainant on the basis of the circumstances he had outlined in September 2019. Accordingly, the complaint that the Provider wrongfully or unfairly cancelled the Complainant's motor insurance policy and subsequently refused to reinstate it, cannot reasonably be upheld on the evidence available. Nevertheless, I take the view that the interactions of the Provider with the Complainant from the time when he sought to clarify the situation and his options, was disappointingly poor and failed to resolve his confusion in any adequate fashion.

/Cont'd...

It is on that basis that I consider it appropriate to partially uphold this complaint for the reasons outlined above, and I consider it appropriate to direct a compensatory payment.

Conclusion

- My Decision pursuant to **Section 60(1)** of the **Financial Services and Pensions Ombudsman Act 2017**, is that this complaint is partially 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 direct the Respondent Provider to make a compensatory payment to the Complainant in the sum of €600 (to include the figure of €250, previously offered) 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 May 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—

- (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.