



| | |
|---|---|
| <u>Decision Ref:</u> | 2021-0244 |
| <u>Sector:</u> | Insurance |
| <u>Product / Service:</u> | Travel |
| <u>Conduct(s) complained of:</u> | Rejection of claim - pre-existing condition |
| <u>Outcome:</u> | Rejected |

LEGALLY BINDING DECISION
OF THE FINANCIAL SERVICES AND PENSIONS OMBUDSMAN

The Complainant purchased a single-trip travel insurance policy with the Provider on 28 December 2017, to provide cover from 30 December 2017 to 6 January 2018 in respect of a trip that the Complainant, her daughter and her two grandchildren were scheduled to take to [European destination].

The Complainant's Case

On **15 December 2017** the Complainant's daughter attended the soft tissue clinic at [Named] Hospital due to a laceration injury to her [injury redacted], for which she underwent surgery on 17 December 2017.

On **28 December 2017** at 10:53, the Complainant inceptioned her travel insurance policy with the Provider online at her local bank branch.

On **28 December 2017** the Complainant's daughter attended Hospital at 10:30 but was not seen until 12:00, when she was diagnosed with an infection in her [injury redacted] and advised not to fly.

In this regard, in its correspondence dated **24 April 2018**, the Department of Plastic Surgery at [Named] Hospital advised:

"We confirm that [the Complainant's daughter] attended the soft tissue clinic in [Named] Hospital on 15th December 2017 in relation to a laceration injury to [her][injury redacted]. [The Complainant's daughter] had surgery on the 17th December 2017 and discharged that day.

At that time she was cleared to fly but unfortunately [the Complainant's daughter] suffered a post surgical wound infection. [She] attended ... Hospital again on 28th December 2017 for a 10.30am scheduled appointment but wasn't seen until 12.00 in the clinic that day. At this clinic she was diagnosed with an infection in her [Injury redacted] and she was advised not to fly".

As a result, the Complainant's daughter and her two grandchildren did not travel to [European destination] with the Complainant as planned.

On **10 January 2018** the Complainant wrote to the Provider to advise of the claim circumstances, and she later completed a '**Cancellation – Claim Form**' to the Provider on **8 February 2018**.

On **28 February 2018** following its assessment, the Provider declined the Complainant's travel insurance claim as it concluded that the injury to her daughter's hand was a pre-existing medical condition, because the injury had occurred before the purchase of the travel insurance on 28 December 2017.

The Complainant sets out her complaint in the Complaint Form she completed in **June 2019**, as follows:

"I bought the travel insurance in [my local bank] on 28/12/17 at 10.57am. At 12 noon approx. on 28.12.17 the Consultant...told my daughter...that it was not good for her to fly ... on 30 December 2017. Before this he told her there was no problem about her going ...

Her two children did not want to come on holiday with me, their grandmother, because their mother was not able to go. I went on my own".

In her letter to this Office dated **10 July 2018**, the Complainant submitted as follows:

"When I purchased this travel insurance I told the girl in the bank that my daughter had a [injury redacted] [description redacted] on Dec. 15th and that she had surgery on it on Dec. 17th. The surgeon cleared her to fly. I have a document to prove this.

Anyway, we never thought that a [injury redacted] would stop her from flying. She attended Consultant ... [on 28 December 2017 at] 12 noon, one hour and 12 minutes after me taking the travel insurance and Consultant did not like the way the [injury redacted] was healing so he advised her not to fly. This was awful for us all ...

Since the beginning of January '18 I have sent numerous emails with copies of Consultant's letters to [the Provider]. On a few occasions they said they would settle but have done nothing. My last email from them was a few weeks ago where they stated that I did not inform them that my daughter's [injury redacted] had surgery. The letter from Consultant on Dec 17th stated she had surgery but was cleared to fly.

/Cont'd...

I am so annoyed about all this. I was looking for the cost of the 3 flights, my daughter's and her two children. The Hotel in ... were good and did not charge me for them".

[Complainant's original emphasis]

In addition, in her letter to this Office dated **31 July 2018**, the Complainant submitted as follows:

"I truthfully did not know when I was buying this travel insurance on 28/12/17 that my daughter...would not be coming with me. You would not think that [injury redacted] would stop you from going on holiday, particularly when it was to a [injury redacted]".

[Complainant's original emphasis]

In her correspondence to this Office dated **24 June 2019**, the Complainant advised, as follows:

"I want to say this was a genuine claim. I always took holiday travel insurance in the last days, often above at ... Airport when I'm waiting to board the plane ...

I truthfully bought that travel insurance thinking we were all going to ... on Dec 30th 2017, that is all I can say".

[Complainant's original emphasis]

As a result, the Complainant advises in the Complaint Form she completed that:

"I would like to get payment for 3 flights to ... I'm not looking for anything else. The flights of [my daughter and two grandchildren]. The Hotel allowed me somewhat for change of booking. I lost money there but I would be happy with the cost of the 3 flights, approx. €1,400".

The Complainant's complaint is that the Provider wrongly or unfairly declined to admit and pay her travel insurance claim.

The Provider's Case

Provider records indicate that the Complainant purchased a single-trip travel insurance policy with the Provider online at her local bank branch at 10:53 on 28 December 2017.

This policy provided cover for the period from 30 December 2017 to 6 January 2018 in respect of a trip that the Complainant, her daughter and her two grandchildren were scheduled to take to [European destination].

/Cont'd...

The Complainant's daughter had previously suffered a laceration injury to [injury redacted] on 15 December 2017 and underwent surgery on 17 December 2017, when the treating doctor deemed her fit to travel. However, the Complainant's daughter subsequently developed an infection in her [injury redacted] and on 28 December 2018, the same date that the Complainant purchased her travel insurance, was advised by the treating doctor not to travel. As a result, the Complainant's daughter and her two grandchildren did not travel with the Complainant as planned.

The Complainant wrote to the Provider on 10 January 2018 to advise of the claim circumstances and included correspondence from the HSE dated 28 December 2017 that stated:

"[The Complainant's daughter] underwent a procedure under our care on the 17th of December [2017] and as such will be unable to travel for the foreseeable future due to her recovery".

The Complainant later completed a '**Cancellation – Claim Form**' to the Provider on 8 February 2018.

Following its assessment, the Provider declined the Complainant's claim by letter dated **28 February 2018**, as follows:

"We note from the medical information provided, that [the Complainant's daughter] was under medical review for the said injury on 15/12/17 and underwent a medical procedure on 17/12/17.

The travel insurance policy was purchased on 28/12/17, therefore the [pre-existing medical] exclusion would apply".

The Provider says that the Complainant was aware of her daughter's medical condition before she purchased the travel insurance policy, insofar as her daughter had hurt her [injury redacted] on 15 December 2017 and underwent surgery on 17 December 2017.

The Provider says that pre-existing medical conditions are specifically excluded from cover and customers must confirm they agree to this in order to proceed to purchase the policy online.

In this regard, the Provider is satisfied that the Complainant was made aware of the extent of cover for pre-existing medical conditions, when she confirmed during the online policy purchase process that she understood and accepted the exclusions relating to pre-existing medical conditions.

The Provider says that the extent of cover for pre-existing medical conditions were clearly outlined on the webpage, as follows:

“Declarations

Please read the declarations below and click to confirm that you agree with all declarations if you wish to apply for...Travel Insurance:

Medical Declaration

This insurance contains exclusions relating to pre-existing medical conditions which are detailed in exclusion 1 on page 7 of your Certificate of Insurance. I confirm that I have read and agree to these exclusions, and understand that I will not be covered for such conditions.

Please tick to confirm you understand and accept the above .

The Provider says that potential customers must click to confirm that they have read and agree with all declarations if they wish to apply for the travel insurance policy and the Provider notes that the Complainant ticked this box and proceeded to purchase the insurance.

The Provider also notes that the information on this webpage specifically directs customers to exclusion 1 on page 7 of the *“Certificate of Insurance”* and customers can click on this *“Certificate of Insurance”* link to view the complete Travel Insurance Certificate of Insurance policy booklet. In this regard, the ‘General exclusions’ section at pg. 7 of this policy booklet provides, as follows:

“General exclusions apply to all sections of this insurance. We will not cover the following.

- 1. Any claim where at the time of taking out this insurance, the following apply.***
 - a. the claim relates to a medical condition or an illness or death related to a medical condition which you or any person who your trip depends on (this would include a relative or a business associate) knew about before you bought this insurance”.*

In addition, the Provider says that ‘Section A – Cancelling your trip’ at pg. 8 of the policy booklet states, *inter alia*, as follows:

“What you are not covered for ...

- 2. Cancelling your trip because of a medical condition or an illness or death related to a medical condition which you knew about and which could reasonably be expected to lead to a claim. This applies to you, a relative, business associate or a person who you are travelling with, and any person you were depending on for the trip”.***

/Cont’d...

The Provider notes that the Complainant's daughter injured her [injury redacted] on 15 December 2017 and underwent surgery on 17 December 2017. The [injury redacted] became infected sometime between the date of surgery on 17 December 2017 and the date the insurance was purchased on 28 December 2017.

As the Complainant's daughter's medical condition occurred before the purchase of the policy, the medical condition was known to the Complainant prior to her purchasing the travel insurance, and she was made aware prior to purchase, and agreed to, the exclusions regarding pre-existing medical conditions. The Provider is therefore satisfied that it declined the Complainant's claim in accordance with the terms and conditions of her travel insurance policy.

In its Final Response Letter to the Complainant dated **23 May 2018**, the Provider advised:

"...this Travel Insurance Policy was purchased on 28 December 2017 by [the Complainant], with travel dates commencing 30 December 2017. On the same date the Policy was purchased – 28 December 2017 – [the Complainant's daughter] was issued a note by the HSE, confirming she had undergone a procedure on 17 December 2017 and "as such will be unable to travel for the foreseeable future due to her recovery". A claim was notified...by post on 11 January 2018, and a completed claim form was received on 16 February 2018.

The claim was declined...to [the Complainant] on 28 February, due to pre-existing condition in relation to [the Complainant's daughter]. The injury to [injury redacted] on 15 December 2017 had occurred prior to purchase of the Policy on 28 December 2017. The Policy was purchased on the same date as [the Complainant's daughter] was advised by the HSE that she would be unable to travel for the foreseeable future.

[The Provider] requested [the Complainant's daughter] on 03 and 04 May 2018, to provide confirmation from [her] GP or consultant, as to the date she was first diagnosed with the infection to her wound. To date, this has not been provided. Without this information, we regret to advise that there is no basis for us to re-open this claim, and there is therefore no alteration to our previous decision – that the claim submitted has been declined due to a pre-existing condition – the injury to [injury redacted] and her doctors advice that she was unfit to travel – on the same date the policy was incepted".

The provider has noted the Complainant's assertion that

"When I purchased this travel insurance I told the girl in the bank that my daughter had a [injury redacted] on Dec. 15th and that she had surgery on it on Dec. 17th"

In response, the Provider says that the Complainant purchased her travel insurance policy online at 10:53 on 28 December 2017.

The Complainant advises that she had purchased the policy in her local bank branch. In this regard, the bank's insurance services are an agent of the Provider and the Provider is the bank's insurance services' sole provider of travel insurance on a limited analysis of the

/Cont'd...

market. Bank sales are transacted via the Provider-operated customer service team and the online purchase path. The Provider says in that respect that bank staff do not provide customers with any guidance or advice in relation to the Provider's travel insurance product but instead, bank staff direct customers to the Provider-operated customer service team, if queries arise.

The Provider says that it wrote to the bank's insurance services on **6 December 2018** to gather more details relating to the Complainant's travel insurance purchase, as follows:

"The complaint in question relates to a claim that had been declined due to a pre-existing condition ...

... it has come to light that the customer has stated that she bought the policy in [her local bank branch]. She advised that she had provided details of her daughter's injury (who is also covered by the policy) prior to purchasing the cover, and that it was indicated by the branch official that no restrictions on cover would apply.

Her daughter's injury is the subject of the pre-existing exclusion and is the reason why the claim had been declined. This information was not previously disclosed during the claim or complaint process.

In order to assist and provide [the Provider] with a full picture of the circumstance surrounding the claim, would it be possible for you to advise:

- If branch officials keep records of face to face sales / advice provided to your customers? If so, would it be possible to check your records for information in relation to this case?*
- If guidance is provided to [bank] officials in relation to the sale of travel insurance products and, if so, what guidance is circulated? Our understanding is that no guidance or advice is given and that customers are directed to the [Provider] customer service team if queries in relation to cover arise?"*

The Provider says that Ms M., Customer Relationship Team Lead at the local bank branch in question, responded on **13 December 2018**, as follows:

"I have been to all the staff that were in the branch at the time, and none of them ever remembering selling travel insurance. It's not something that we are allowed to do. Customers can use our kiosks to purchase same through the website however we are not qualified to advise on same, just like car insurance".

In response to the Complainant's assertion that *"On a few occasions [the Provider] said they would settle but have done nothing"*, the Provider confirms that it did not previously advise the Complainant, nor her daughter, that it would settle the claim.

The Provider is satisfied that the Complainant did not advise of her daughter's injury and surgery when purchasing the insurance policy, and it is also satisfied that the Complainant

/Cont'd...

was made aware of, and agreed to, the policy exclusions in respect of pre-existing medical conditions, at the point of sale online.

The Complaint for Adjudication

The complaint is that the Provider wrongfully or unfairly declined to admit and pay the Complainant's travel insurance claim in early 2018.

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 Complainants were 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 **23 June 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 an additional submission from the Complainant, the final determination of this office is set out below.

The Complainant purchased a single-trip travel insurance policy with the Provider online at her local bank branch at **10:53** on **28 December 2017**. This policy provided cover for the period from 30 December 2017 to 6 January 2018 in respect of a trip that the Complainant was scheduled to take with her daughter and her two grandchildren.

The Complainant's daughter had previously attended the soft tissue clinic at [Named] Hospital on 15 December 2017 due to a laceration injury to her [injury redacted], for which she then underwent surgery on 17 December 2017.

The Complainant's daughter subsequently attended the Hospital at 10:30 on 28 December 2017 but was not seen until 12:00, when she was diagnosed with an infection in her [injury redacted] advised not to fly. As a result, the Complainant's daughter and her two grandchildren did not travel with the Complainant as planned.

The Complainant wrote to the Provider on **10 January 2018** to advise of the claim circumstances and she included correspondence from the HSE dated 28 December 2017 that stated:

"[The Complainant's daughter] underwent a procedure under our care on the 17th of December [2017] and as such will be unable to travel for the foreseeable future due to her recovery".

The Complainant later completed and submitted a '**Cancellation – Claim Form**' to the Provider on 8 February 2018. Following its assessment, the Provider declined the Complainant's claim by letter dated 28 February 2018, as follows:

"We note from the medical information provided, that [the Complainant's daughter] was under medical review for the said injury on 15/12/17 and underwent a medical procedure on 17/12/17.

The travel insurance policy was purchased on 28/12/17, therefore the [pre-existing medical] exclusion would apply".

The Provider says that the Complainant was aware of her daughter's medical condition before she purchased the travel insurance policy, insofar as her daughter had hurt her [injury redacted] on 15 December 2017.

The Complainant sets out her complaint in the Complaint Form she completed in **June 2019**, as follows:

"I bought the travel insurance in [my local bank] on 28/12/17 at 10.57am. At 12 noon approx. on 28.12.17 the Consultant...told my daughter...that it was not good for her to fly ... on 30 December 2017. Before this he told her there was no problem about her going ...

Her two children did not want to come on holiday with me, their grandmother, because their mother was not able to go. I went on my own".

I note from the documentary evidence before me that the Complainant purchased her travel insurance policy with the Provider online at her local bank branch at 10:53 on 28 December 2017.

In this regard, I note that when applying for her travel insurance policy online, on 28 December 2017, the Complainant had to tick to confirm and accept the following Medical Declaration in order to proceed with the purchase of the insurance:

/Cont'd...

“Declarations

Please read the declarations below and click to confirm that you agree with all declarations if you wish to apply for...Travel Insurance:

Medical Declaration

This insurance contains exclusions relating to pre-existing medical conditions which are detailed in exclusion 1 on page 7 of your Certificate of Insurance. I confirm that I have read and agree to these exclusions, and understand that I will not be covered for such conditions.

Please tick to confirm you understand and accept the above .

I note that it was open to the Complainant to click on the *“Certificate of Insurance”* link contained in this Medical Declaration, in order to access the complete Travel Insurance Certificate of Insurance policy booklet, if she required any further information as to the stated exclusions relating to pre-existing medical conditions.

In this regard, the **‘General exclusions’** section at pg. 7 of Travel Insurance Certificate of Insurance policy booklet provides, as follows:

“General exclusions apply to all sections of this insurance. We will not cover the following.

- 3.** *Any claim where at the time of taking out this insurance, the following apply.*
 - b. the claim relates to a medical condition or an illness or death related to a medical condition which you or any person who your trip depends on (this would include a relative or a business associate) knew about before you bought this insurance”.*

In addition, **‘Section A – Cancelling your trip’** at pg. 8 of this Certificate of Insurance policy booklet states as follows:

“What you are not covered for ...

- 4.** *Cancelling your trip because of a medical condition or an illness or death related to a medical condition which you knew about and which could reasonably be expected to lead to a claim. This applies to you, a relative, business associate or a person who you are travelling with, and any person you were depending on for the trip”.*

As the Complainant's daughter injured her [injury redacted] on 15 December 2017, some 13 days before the Complainant purchased her travel insurance policy on 28 December 2017, I am satisfied that it was reasonable for the Provider to conclude that the Complainant's daughter's injury constituted a medical condition which pre-existed the inception of the policy.

I note that correspondence from the Department of Plastic Surgery at [Named] Hospital dated 24 April 2018 states:

"We confirm that [the Complainant's daughter] attended the soft tissue clinic ... on 15th December 2017 in relation to a laceration injury to [Injury redacted]. [The Complainant's daughter] had surgery on the 17th December 2017 and discharged that day.

At that time she was cleared to fly but unfortunately [the Complainant's daughter] suffered a post surgical wound infection which subsequently meant she was unable to fly".

The Complainant says that because the Consultant originally deemed the Complainant's daughter clear to fly, following her surgery on 17 December 2017, and because her daughter was only first advised at 12:00 on 28 December 2017 that she was unable to fly, which was "one hour and 12 minutes after me taking the travel insurance", she believes that the Provider should admit and pay the claim.

I am, however, of the opinion that it was reasonable for the Provider to conclude that the infection which the Complainant's daughter was diagnosed with on 28 December 2017, was directly related to the injury that the Complainant's daughter suffered on 15 December 2017.

In addition, I have listened to the recording of the telephone call that took place between the Complainant's daughter and the Provider on **4 May 2018** and I note the comments made by the Complainant's daughter, when she clearly advised that she was aware of the infection before 28 December 2017, as follows:

"You see, I went to, I went to my local A&E that night because I live [distance redacted] away from [location of named hospital] and I was really sick at the time, so the A&E doctor said 'I don't think it's infected', but like I'm [profession redacted] and I was in excruciating pain and a strong foul odour from the finger and it was totally inflamed, and I passed out that night and came home. I just fainted, it was so bad. Sure it was totally infected at the time. So, what was I going to say, I, I actually had a second course of antibiotics so I doubled up on them myself as I was initially on antibiotics ...

I went to my local A&E Department, one doctor said it was infected, the other said it wasn't. And then, but I knew it was, I'm a [profession redacted], I'm a [profession redacted], I knew it was infected, that's why I was in that night. The nurse in triaging said 'You'd need an IVF antibiotic and refer to [location of named hospital] in the

/Cont'd...

morning'. They were all sensible decisions but then the doctor said 'No, no, I don't think it's infected', he prescribed me for a weaker painkiller than I had already, I didn't receive great treatment down there ... and then I rang the intern the next morning and the intern says 'I'd advise you not to come all the way here' ... I said, 'Look, I have a double dose of antibiotics myself'. He said, 'I'd advise you not to come all the way here because we're just mad, mental here' ... He said, 'Go to your GP in a couple of days if it's not better'. So I doubled up on my antibiotics myself ... but I was left with a really painful ulcerated finger for weeks that was weeping, so I couldn't travel with it".

I note that on 17 December 2017, the Complainant's daughter's treating doctor had deemed her fit to fly following her surgery on that date. Nevertheless, I am of the opinion that it was reasonable for the Provider to conclude that the infection that the Complainant's daughter was later diagnosed with at [Named] Hospital on 28 December 2017, was present before that date, and thus was a medical condition that pre-existed the Complainant purchasing her travel insurance policy at 10:53 on 28 December 2017. As a result, I accept that the Provider was entitled to conclude that the condition was excluded from cover by the policy.

Accordingly, I am satisfied that the Provider was entitled to decline the Complainant's claim in accordance with the terms and conditions of her travel insurance policy.

I note that in her letter to this Office dated **10 July 2018**, the Complainant states that:

"On a few occasions [the Provider] said they would settle but have done nothing".

Similarly, in her email to this Office on **27 January 2021**, the Complainant states that:

"At one stage of the phone calls [the Agent] said he was going to finalize the claim that day but he could not say how much I was going to get money wise back".

I have listened to the recordings of the telephone calls that took place between the Provider and the Complainant, and the Provider and the Complainant's daughter. Although I note that the Complainant believes that the Provider advised that insurance benefit would be paid, I accept the Provider's position that it did not advise the Complainant, nor her daughter, that it would settle and pay her claim. I understand that the Complainant may well have been confused when the Provider's representative told her that he would *"finalise your claim today"*. As the conversation continued however, the Complainant's enquired as to how much would be paid, and whether *"[he] wouldn't see a problem with that?"*. I note that the representative made clear in reply that although from first glance, there should not be a problem, nevertheless he had to very careful and clear with her that when he went through the full claim in detail, *"there might be something that crops up"*. As a result, he told her that he could not verify the claim until such time as he had completed the full assessment. Accordingly, I am satisfied that the audio evidence available in this matter does not bear out the Complainant's suggestion that she was told that the claim would be paid.

I note from these recordings that the Complainant's daughter expressed her dissatisfaction that the Provider had sought further medical evidence from her after it had declined the

/Cont'd...

claim, but that when such evidence was supplied, that the Provider maintained its claim rejection.

The documentary evidence before me shows that when she wrote to the Provider on 10 January 2018 to advise of the claim circumstances, the Complainant included correspondence from the HSE dated 28 December 2017 that stated:

"[The Complainant's daughter] underwent a procedure under our care on the 17th of December [2017] and as such will be unable to travel for the foreseeable future due to her recovery".

As this letter suggested that the Complainant's daughter was unable to travel from 17 December 2017, which conflicted with the information the Complainant and her daughter subsequently gave to the Provider, I accept that it was appropriate for the Provider to seek further medical evidence from the Complainant in order to clarify matters, including when the Complainant's daughter was first advised that she should not travel and separately, when she first sought treatment for the infection. I note, however, that the additional medical evidence supplied did not bring the claim circumstances into the cover provided by the Complainant's travel insurance policy and, as a result, the Provider did not alter its position.

In my opinion, the evidence before me discloses no wrongdoing on the part of the Provider and accordingly, I do not consider it reasonable to uphold this complaint.

Conclusion

My Decision, pursuant to **Section 60(1)** of the **Financial Services and Pensions Ombudsman Act 2017** is that this complaint is rejected.

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



MARYROSE MCGOVERN
Deputy Financial Services and Pensions Ombudsman

15 July 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**

/Cont'd...

(b) ensures compliance with the Data Protection Regulation and the Data Protection Act 2018.

