



<b><u>Decision Ref:</u></b>	2021-0393
<b><u>Sector:</u></b>	Insurance
<b><u>Product / Service:</u></b>	Travel
<b><u>Conduct(s) complained of:</u></b>	Claim handling delays or issues Dissatisfaction with customer service Rejection of claim – cancellation/delay of transport
<b><u>Outcome:</u></b>	Partially upheld

#### **LEGALLY BINDING DECISION OF THE FINANCIAL SERVICES AND PENSIONS OMBUDSMAN**

The First Complainant held a travel insurance policy with the Provider, valid **from 11 July 2018 to 10 July 2019**. His wife, the Second Complainant and their son were also named as insured persons on the policy. The complaint is that the Provider failed to indemnify in full the First Complainant's travel insurance claim, in that the First Complainant contends that the Provider incorrectly assessed his claim under a wrong section of policy cover.

#### **The Complainants' Case**

The Complainants travelled abroad on holiday on **12 July 2018** and were due to return to Ireland on a flight scheduled to depart at 22:25 on **27 July 2018**. The airline cancelled this return flight due to a mechanical fault. The Complainants, who were travelling with their young son as well as an older relative with mobility issues, were advised by the airline that its next flight to Ireland on which it had available seats for the party, was 4 days away.

The First Complainant says the party were not in a position to wait 4 days to return home as "*we needed to return to work*". He says that because there were no other flights to Ireland that night, they had no option but to look for overnight accommodation and to seek an alternative flight for the next day, and they succeeded in booking seats with a different airline the following morning. This flight was departing from a different airport and the party had to take a taxi and train, to arrive at that different airport for the 10:20 flight to Ireland on **28 July 2018**.

The First Complainant later submitted a travel insurance claim to the Provider in **September 2019** in the amount of **€2,378.16** (two thousand three hundred and seventy eight Euro and sixteen cent).

The Provider assessed this claim under Section 2, '**Travel Delay**', of the policy and offered the First Complainant a travel delay claim settlement of **€285.00** (two hundred and eight five Euro).

The First Complainant says that because the flight scheduled to depart at 22:25 on **27 July 2018** was cancelled rather than delayed, that the Provider ought to have instead assessed his claim under Section 1, '**Cancellation, Curtailment or Rearrangement**', of the travel insurance policy, which provides cover up to **€3,000** (three thousand Euro).

In the Complaint Form completed by the Complainants, the First Complainant submits, as follows:

*" ... It was a very stressful experience. We believed that we were covered under the terms of our travel insurance policy for expenses arising out of flight cancellation ...*

*... Our complaint was based on the fact that we purchased an insurance policy in good faith on the strict understanding and upon which we relied upon that key benefits of this particular policy was 'cover' for 'Cancellation' up to a maximum payable of 3,000 euro 'Curtailment costs' and 'Rearrangement' ...*

*... The cancellation of our return flight meant that we incurred additional costs which we, the persons insured, had to incur to re-arrange our return journey home. We complied with the terms of the policy in terms of rearrangement costs by not incurring travel costs greater than the class of transport in the outbound journey and the standard of emergency accommodation was not superior to that of the Holiday. It is our understanding and belief that the cancellation costs, rearrangement costs or curtailment costs should have been honoured by [the Provider] and repaid to us as the policy states clearly they WILL be paid up to €3,000 if it becomes necessary to cancel, curtail, or rearrange a Holiday due to "a public conveyance being cancelled or curtailed because of adverse weather, industrial action, strike, riot, civil commotion, or mechanical breakdown or derangement".*

*We are at a loss as to understand how [the Provider] has failed to repay our costs in accordance with the terms of the policy. [The Provider] is relying on the Travel Delay section of the policy to deny our claim. Our flight was not delayed it was cancelled. We were extremely inconvenienced as a result and now have had to undergo further inconvenience having entered into correspondence to date with 2 parties and now having to escalate our complaint further to [the FSPO]. We were unable to secure mobility assistance at last minute [for an older relative with mobility issues] who was travelling with us and this added to our difficulties as well as travelling with a young child, having had to check the luggage in the day before, remove the luggage again, try to find a hotel with the luggage, there were no trollies available at [the airport] late at night and no mobility assistance wheelchairs, then travel by train and taxi to*

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*another airport less than 7 hours later, it was a difficult experience made all the more difficult having had to deal with the disappointing attitude of [the Provider]. As customers we were entitled to expect our claim to be dealt with fairly, honestly, and professionally in our best interests, with due care, skill and diligence. It was a matter of fact that it was not a delay in schedule but a cancellation”.*

The Complainants seek for the Provider to admit their travel insurance claim in full, in the amount of **€2,378.16** (two thousand three hundred and seventy eight Euro and sixteen cent).

### **The Provider’s Case**

The Provider says that its records indicate that the First Complainant completed a **Delay/missed departure claim form** on **9 September 2019**, which the Provider received on **12 September 2019**, as follows:

***“Please give the reason for delay/missed departure***

*Our flight...was cancelled at short notice. My wife and I needed to be back in Dublin and [the airline] were unable to provide us with a flight from [the airport] or any other nearby location. We therefore had to seek nearby accommodation as it was after midnight and book flights with [a different airline] the following day as it was our only option”.*

The Provider says that the claim was in the amount of **€2,378.16** (two thousand three hundred and seventy eight Euro and sixteen cent), comprising overnight hotel accommodation for **27 July 2018 (€217.20)**, food costs (**€72.15**), new flights to Dublin on **28 July 2018 (€1,851.96)** and taxi and train costs (**€236.85**).

Following its assessment, the Provider emailed the First Complainant on **3 October 2019** to advise that it had assessed the claim under section 2, **‘Travel Delay’**, of the travel insurance policy and based on a travel delay time of 96 hours (4 days), it offered a claim settlement amount of **€285.00** (two hundred and eight five Euro).

The Provider says that the First Complainant contacted the Provider to complain that the claim ought to have been assessed under Section 1, **‘Cancellation, Curtailment or Rearrangement’**, of the policy, which provides cover up to **€3,000** (three thousand Euro).

The Provider says that in this case, there appears to be a misunderstanding about the difference between a “cancelled holiday” and a “cancelled flight”. The Provider agrees that the flight at 22:25 on **27 July 2018** was cancelled, causing the Complainants’ return journey to be delayed, and therefore the Provider assessed the First Complainant’s claim under Section 2, **‘Travel Delay’**, of the **Holiday Travel Insurance Policy Document**, which offers cover:

*“ ... If a Person Insured is delayed for at least 12 hours on the outbound or return journey ...”*

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The Provider says that this is exactly what happened in the Complainants' case, and that it makes no difference if the flight itself is delayed, or if the flight is cancelled and the persons insured have to catch an alternative flight – in both situations they are covered as travel delay.

However, the Provider notes that Section 2 does not cover the costs involved in seeking an alternative journey home, which is what the Complainants are claiming for in this instance. In this regard, Section 2 explains it will provide cover of:

*“...a €25 benefit for the first full 12 hours delay and a €10 benefit for each subsequent full 12 hours delay up to a maximum benefit of €150 ...”*

In order to be as fair as possible, the Provider based the travel delay benefit on the 96 hours the delay would have been, if the Complainants had waited on the next available flight from the airline home, and it offered a claim settlement amount of **€285.00** (two hundred and eight five Euro).

The Provider says that if a return flight is cancelled by an airline, due to a mechanical fault, then in terms of policy cover, the person insured can rely on the travel delay cover to pay a benefit of up to **€150** (one hundred and fifty Euro) per person, depending on how long they are delayed in returning home. However, the Provider notes that this is not the policyholder's main route of compensation and reparation in a situation like this. The Provider says that the reason travel insurance policies do not normally provide cover for additional accommodation/travel etc. in getting home following a cancelled flight, is because these types of costs are the responsibility of the airline itself, under **Regulation (EC) No. 261/2004 of the European Parliament and of the Council of 11 February 2004** establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights. As a result, the Provider says that the airline must obtain a replacement flight, as well as arranging suitable accommodation and sustenance, until the affected passengers are home safely.

The Provider says that it is clear from reviewing the documents submitted with the claim that the Complainants had the opportunity to change their cancelled flight free of charge, with the airline covering all the required accommodation and meals in the interim, which would not have left them out of pocket. The Provider says that this is detailed in the cancellation notification the First Complainant received from the airline, as follows:

***“2. Change your Cancelled Flight (for free)***

***Change Flight***

*The easiest way to change your cancelled flight for free to [Airport] (subject to seat availability) is by clicking “**Change Flight**” to transfer your booking online. Please note if you booked through [redacted] please **click here** or [redacted] please **click here** for further assistance.*

*If you require rerouting options, such as booking onto a [airline] flight which departs from/arrives at another airport or (if a suitable [airline] flight is unavailable) an alternative airline, train, bus or car hire, please contact our **Customer Service team** (subject to opening hours).*

*If you avail of rerouting via an alternative airport, you will be entitled to a refund of the reasonable cost of transferring to that airport. Also, if you avail of rerouting and, as a result incur expenses in respect of accommodation, meals or refreshments, you will be entitled to a refund of such reasonable expenses.*

*If you were notified of a flight cancellation more than 14 days in advance of the scheduled departure date or if there are extraordinary circumstances relating to your flight disruption, you are not entitled to EU 261 compensation (as opposed to expenses as detailed above).*

*We understand the inconvenience of flight cancellations and will accommodate your option of choice wherever possible, while complying with **EU Regulation 261/2004**".*

The Provider says that regrettably, it seems perhaps that the Complainants did not understand what the airline was offering and it seems that they assumed that they could accept Option 1, 'Apply got a refund', which was for a full refund of the flight, as compensation from the airline, and then claim the costs of getting home from their travel insurance policy.

The Provider says that if the Complainants had chosen Option 2, 'Change your Cancelled Flight (for free)', from the airline, as described, their new flight home would have been free of charge and the airline would have paid for their food and accommodation. The Provider presumes that the Complainants have already been reimbursed by the airline for the cancelled flight itself. The Provider is unsure if the Complainants are still able to claim further compensation from the airline, but it suggests that they should certainly enquire.

The Provider says that it seems that the Complainants may have assumed that because their flight home was cancelled, that Section 1, 'Cancellation, Curtailment or Rearrangement', of the **Holiday Travel Insurance Policy Document** applies; however the Provider is satisfied that this section only applies where an entire trip is cancelled, and not just the return flight home. In this regard, Section 1 explains that it will cover:

*"... Cancellation, Curtailment or Rearrangement Costs up to €3,000 if it becomes necessary to cancel, curtail or rearrange a Holiday Due To... (with specific reasons then listed)".*

The Provider says that Section 1 refers to the cancellation, curtailment or rearrangement of a "Holiday", and not to a particular flight being cancelled. As the **Policy Document** defines "Holiday" as a "trip devoted entirely to pleasure, rest, or relaxation, where travel beings and ends in Ireland", the Provider says that Section 1 would only apply if the whole holiday itself had to be cancelled, curtailed or rearranged, which was not the case for the Complainants.

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Instead, as the Complainants had travelled on the holiday and it was only the return flight home that had been cancelled, the holiday itself was not cancelled, it did not have to be curtailed (cut short) nor did the holiday have to be rearranged.

The Provider wishes to state that it fully understands and sympathises with the situation the Complainants faced. It recognises it must have been extremely difficult travelling with a child and with a family member with mobility difficulties. Nevertheless, the fact remains that the primary responsibility to help the Complainants in this situation, lay with the airline. Had the Complainants not chosen to make their own way home, the airline would have been legally bound to assist them with food, accommodation and a new flight home. In addition, the Provider says that if the Complainants had telephoned the Provider for information or assistance at the time, it would have informed them of this.

The Provider notes that the First Complainant has not accepted its claim settlement offer of €285, and it says that this offer remains open for acceptance.

Since the preliminary decision of this Office was issued on 28 September 2021, the Provider has sought to emphasise that under EU Regulation 261/2004, if a passenger is delayed in getting home by a flight being delayed or cancelled, then it is the responsibility of the Airline to compensate them appropriately, so that the airline must obtain a replacement flight for them, as well as arranging suitable accommodation and sustenance, until they are home safely. The Provider pointed out that from reviewing the documents submitted with the claim it believes that it is clear that the Complainants were given this option, so they had the opportunity to change their cancelled flight free of charge, with the airline, covering all the required accommodation and meals in the interim, which would not have left them out of pocket.

The Provider says that, regrettably, it seems that the Complainants perhaps didn't understand what the airline was offering and assumed they could instead accept Option 1 (a full refund of the flight) as compensation from the airline, while claiming the costs of getting home from their insurance policy, but this is not the case.

The Provider says that if the Complainants had chosen Option 2 from the airline, their new flight home would have been free of charge and the airline would have paid for their food and accommodation. The Provider says that it assumes that the Complainants have already been reimbursed by the airline for the cancelled flight itself, but it is unsure if they are still able to claim further compensation from the airline, but they should certainly enquire.

The Provider asked that this Office:

*"...review this point again and based on response provided by the complainant on action/inaction they took to minimise the loss and recoup costs, consider this again against what the policy provides coverage for. Insurance should not look to place a person into a position of betterment, and without this validation and confirmation we cannot agree with the position taken at present."*

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## **The Complaint for Adjudication**

The complaint is that the Provider wrongfully or unreasonably refused to admit and pay the Complainants' travel insurance claim in full, by assessing the circumstances of the claim incorrectly as a travel delay, rather than a claim for "Cancellation, Curtailment or Rearrangement".

## **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 **28 September 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 Complainants travelled abroad on holiday on **12 July 2018** and were due to return to Ireland on a flight scheduled to depart at 22:25 on **27 July 2018**. The airline however, cancelled this return flight, due to a mechanical fault.

I note that the airline advised the Complainants, who were travelling with their young child and with an older relative with mobility issues, that the next flight to Ireland, which it could offer with available seats for the party, was 4 days away.

I note that the First Complainant says that the party could not wait 4 days to return home and therefore they had no option but to book overnight accommodation and to purchase an alternative flight with a different airline, on the next day, **28 July 2018**. This flight departed from a different airport and the party had to take a taxi and train to arrive at that different airport.

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The Complainants later submitted a travel insurance claim to the Provider in **September 2019** in the amount of **€2,378.16** (two thousand three hundred and seventy eight Euro and sixteen cent), comprising overnight hotel accommodation for **27 July 2018 (€217.20)**, food costs (**€72.15**), new flights to Dublin on **28 July 2018 (€1,851.96)** and taxi and train costs (**€236.85**).

I note that the Provider assessed this claim under Section 2, '**Travel Delay**', of policy and offered a travel delay claim settlement of **€285.00** (two hundred and eight five Euro).

The First Complainant says that because the flight scheduled to depart at 22:25 on **27 July 2018** was cancelled rather than delayed, that the Provider ought to have instead assessed his claim under Section 1, 'Cancellation, Curtailment or Rearrangement', of the policy, which provides cover up to **€3,000** (three thousand Euro).

In addition, I note that the First Complainant submits in his email to this Office on **20 December 2020**, among other things, as follows:

*" ... We don't agree with [the Provider's] reply that this was a delay. Factually, this was a cancellation, We're disappointed with [the Provider's] continued stance on this matter ... As customers we were relying on the transparency of the Policy and the available cover which they seem determined to retreat from. We are extremely disappointed and frustrated as consumers that [the Provider] are seeking to avoid applying the protection of the policy that we believe we are entitled to and that 2.5 years later we are continuing to have to fight to assert our rights and we remain out of pocket ... "*

The First Complainant's travel insurance policy with the Provider, like all insurance policies, does not provide cover for every possible eventuality; rather the cover will be subject to the terms, conditions, endorsements and exclusions set out in the policy documentation.

I note that Section 1, '**Cancellation, Curtailment or Rearrangement**', at pg. 14 of the applicable **Holiday Travel Insurance Policy Document [04/18]** states:

***"Maximum payable €3,000 per Person Insured***

**A. Cover**

***We will pay:***

***Cancellation, Curtailment or Rearrangement Costs up to €3,000 if it becomes necessary to cancel, curtail or rearrange a Holiday Due To: ...***

***iii. a Public Conveyance being cancelled or curtailed because of adverse weather, industrial action, strike, riot, civil commotion or mechanical breakdown or derangement ..."***

[Underlining added for emphasis]

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I also note Section 1, 'Definitions' at pgs. 6-8 of the **Policy Document** which sets out the following relevant definitions:

***"Cancellation and Curtailment Costs***

*costs for unused travel and/or accommodation (including ski hire, ski school and ski lift passes) which a **Person Insured** has paid or is contracted to pay and which cannot be recovered from any other source. **Curtailment** costs include reasonable additional travel and accommodation expenses provided that*

- a) such travel is of a standard no greater than the class of transport on the outbound journey; and*
- b) the standard of accommodation is not superior to that of the Trip ...*

***Holiday, Holidays***

*trip(s) devoted entirely to pleasure, rest, or relaxation, where travel begins and ends in Ireland ...*

[Underlining added for emphasis]

***Rearrangement Costs***

*In the event of a **Cancellation** of a **Holiday(s)**, the additional costs incurred in excess of the **Cancellation** costs which a **Person Insured** has paid or is contracted to pay in re-arranging a **Holiday(s)**. Rearrangement costs include reasonable additional travel and accommodation expenses provided that*

- a) such travel is of a standard no greater than the class of transport on the outbound journey; and*
- b) the standard of accommodation is not superior to that of the **Holiday(s)**. The rearrangement of a **Holiday(s)** has to be booked (sic) and fully paid no later than 6 months after the original date of Commencement of the Cancelled **Holiday(s)**".*

In this regard, in order for cover under Section 1, '**Cancellation, Curtailment or Rearrangement**', to be triggered, I am satisfied that the holiday has to have been cancelled, curtailed (cut short) or rearranged and that the travel and accommodation costs incurred by the policyholder as a result of the cancellation, curtailment or rearrangement cannot be recovered from any other source. I am satisfied that the Complainants' holiday itself was not cancelled or significantly curtailed.

I note however, that the definition of "holiday" under the travel insurance policy is a "*trip devoted entirely to pleasure, rest or relaxation where travel begins and ends in Ireland*".

In this instance, I note that at the time when the Complainants were obliged to re-arrange their journey, it was within their holiday period which had not yet concluded, as they had not yet returned to Ireland. In those circumstances, I can well understand why they believed from reading the policy details, that they were entitled to make a claim to the Provider for the re-arrangement costs of a portion of their holiday, owing to the cancellation of their return flight to Ireland, which prevented them from returning home.

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I note that a “holiday” remains in being, until such time as the policyholder has returned to Ireland, and I note that the wording in question under “*Rearrangement Costs*” does not refer to an entire holiday or to a full holiday, although the Provider says in the course of its submissions to this Office that Section 1 “*would only apply if the whole holiday itself had to be cancelled, curtailed or rearranged, which is not the case here*”.

In my opinion, if the policy wording under “Rearrangement Costs” is intended by the Provider to refer to the cancellation of an entire holiday, it would be clearer and less confusing for a policyholder if this was clearly specified within the policy wording. The title of the section “Cancellation, Curtailment or Rearrangement” at Page 14 of the policy document in my opinion creates the impression that Cancellation, Curtailment and Rearrangement each individually offer separate circumstances where cover may arise. In fact, however, the details below this heading, quoted above, include details under the heading “*Rearrangement Costs*”, where it is specified that such rearrangement costs are relevant only “*In the event of a **Cancellation of a Holiday(s)***”.

Although I believe the policy provisions on this page could have been much clearer, I accept that this wording in fact limits rearrangement costs to a situation when an entire holiday has been cancelled. I therefore accept that the Provider is correct that the Complainants in the particular circumstances, could not recover benefit under their insurance policy for the costs of new flights home, because their full holiday was not being rearranged. I have sympathy for the Complainants nevertheless for forming the view, incorrectly, from reading the policy details, that they were entitled to make a claim to the Provider for the rearrangement costs of a portion of their holiday, owing to the cancellation of their return flight to Ireland, which prevented them from returning home.

I have a difficulty however with the manner in which this information was laid out to the Complainants, as policyholders. The Provider, like all regulated providers has an obligation pursuant to the provisions of the Central Bank of Ireland’s Consumer Protection Code 2012 (“CPC”), to ensure that all information it provides to a consumer is “*clear, accurate, up to date and written in plain English. The information must be brought to the attention of the consumer. The method of presentation must not disguise, diminish or obscure important information.*” I am not satisfied that the manner in which the provisions of the policy were set out, in this instance, properly met the Provider’s obligations under the CPC’s General Requirement 4.1, in that regard.

In the event, I note that the Provider assessed the Complainants’ situation under Section 2, ‘Travel delay’, at pg. 15 of the **Policy Document**, which states:

***“Maximum payable €150 / €3,000 per Person Insured ...***

**A. Cover**

***If a Person Insured is delayed for at least 12 hours on the outbound or return journey because the scheduled departure of a Public Conveyance is affected by a strike, riot or civil commotion, industrial action, adverse weather, mechanical breakdown/derangement, or grounding of an aircraft due to mechanical or structural defect.***

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**We will pay:**

- i. a €25 benefit for the first full 12 hours delay and a €10 benefit for each subsequent full 12 hours delay up to a maximum benefit of €150; or
- ii. up to €3,000 for **Cancellation, Curtailment or Rearrangement Costs** if a **Holiday** is abandoned after a delay of at least 24 hours of the scheduled departure from **Ireland**".

Having assessed the claim, I note that the Provider wrote to the First Complainant on 3 October 2019 to advise of the following travel delay claim settlement offer:

*"Total Travel Delay time: 4 days (96 hours)*

*€25 for first 12 hours of delay per person insured*

*7 further 12 hr periods of delay = €10 x 7 = €70 per person insured*

*Total per person Insured = €95*

*Total settlement 95 x 3 = €285".*

This was on the basis that the delay caused by the cancelled flight created a delay of up to 96 hours. Whilst I am satisfied that the policy wording was indeed open to the interpretation which the Provider has urged, I take the view that the policy wording in question caused considerable confusion and thereby caused ensuing inconvenience to the Complainants, and I believe that the Provider has a case to answer to the Complainants in that regard, for the reason outlined above.

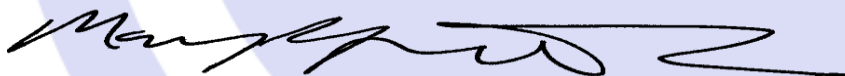
Accordingly, I consider it appropriate to partially uphold this complaint and to direct the Provider to make a compensatory payment to the Complainants in the sum of €1,500. I also recommend to the Provider that it review its policy wording to consider whether the wording under "Cancellation, Curtailment and Rearrangement Costs" and also under "Rearrangement Costs" can be improved to ensure that policyholders have a clear understanding of the circumstances and the limits in which policy benefit for rearrangement costs, will be paid, so as to prevent the type of confusion that was caused to the Complainants in this instance.

This is not to direct the payment by the Provider of additional benefit to the Complainants under the policy, thereby, as suggested by the Provider "*to place a person into a position of betterment*". Rather this is to direct a compensatory payment to be made, separate from any policy benefits, to mark the poor and confusing wording within the policy document, and the inconvenience thereby caused.

## 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 Complainants in the sum of €1,500, to an account of the Complainants' choosing, within a period of 35 days of the nomination of account details by the Complainants 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.
- I recommend to the Provider that it review its policy wording to consider whether the wording under "Cancellation, Curtailment and Rearrangement Costs" and also under "Rearrangement Costs" can be improved to ensure that policyholders have a clear understanding of the circumstances and the limits in which policy benefit for rearrangement costs is payable.
- 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

2 November 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.