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| <u>Decision Ref:</u> | 2022-0033 |
| <u>Sector:</u> | Insurance |
| <u>Product / Service:</u> | Car |
| <u>Conduct(s) complained of:</u> | Lapse/cancellation of policy Delayed or inadequate communication Dissatisfaction with customer service Failure to process instructions |
| <u>Outcome:</u> | Rejected |

LEGALLY BINDING DECISION OF THE FINANCIAL SERVICES AND PENSIONS OMBUDSMAN

The Complainant holds a car insurance policy with an insurance company (the “**Provider**”).

The Complainant’s Case

The Insurance Intermediary in this matter coordinated the Complainant’s insurance policy with the Provider who was the underwriter for the insurance policy. The Complainant purchased a car from Northern Ireland on **17 November 2020** and sought to transfer her motor insurance policy through her Insurance Intermediary who informed her that she “*had 30 days to VRT the car*” or her car insurance would become invalid. The Complainant contends she agreed to this, but when she sought an appointment to register the vehicle, she was unable to secure one until **2 January 2021**. The matter was referred to the Provider who refused to extend the cover to **2 January 2021**.

The Complainant submits that:

*“On the 17th November 2020 I purchased a car from Northern Ireland and contacted my insurance broker [the Insurance Intermediary] to transfer my insurance policy onto same [car registration]. I was advised by [Agent] that this was temporary cover and I had 30 days to VRT the car. I confirmed this would be done.
On Monday 23rd of November I endeavoured to book an appointment online to VRT the vehicle. However, due to COVID-19 pandemic, backlogs and the Christmas*

holidays / breaks the first available appointment for either centre at [County A], [County B], [County C] or [County D] was the 2nd January 2021....

After numerous telephone calls and email, both to [Insurance Intermediary] and [Agent] in [Provider] are refusing they are refusing to extend the insurance cover until the 2nd January 2021. ...I continue to check with the VRT booking centre if cancelations for either of the centres named above have become available but none to-date have.... I feel it both unfair and unreasonable for both companies to leave me without insurance from the 30th December 2020 when it is not within my remit to obtain an appointment due to COVID-19 pandemic and the VRT centres not open during the Christmas holidays 24th December 2020 to 2nd January 2021. I have paid in full for my insurance policy."

The Complainant further submits that:

"I wish to confirm that I did making the booking for the VRT within the 42 days. However, due to the backlog, delays and the national Christmas Holidays, I was unable to get a date for the VRT to be paid and I obtain an Irish registration prior to the 9th January 2021. I collected same from Belfast on the 18th November 2020 at approx. 12 noon and from the 19th November onwards I tried everyday to book an appointment with the VRT centre online and by telephoning the offices everyday. With regard the cancelling of my insurance, I was advised by [Insurance Intermediary] to cancel the insurance and purchase a new policy after I asked the question 'after the 30th December would I be covered if I had an accident' and they confirmed no I would not have insurance and therefore the best course of action would be to purchase a new policy of insurance, which I did.

[Provider] are also failing to acknowledge national holidays during the 42 day period being Christmas Holidays which the VRT centres were not open during and indeed Sundays when the VRT centres are also closed. [Agent's] question to [Insurance Intermediary] was if I had the VRT booked and the booking had to be done within the 42 days. I finally got the VRT appointment booked on the 7th December and this was well within the 42 days. I had been trying on a daily basis from the 18th November up until the 7th December to obtain a VRT appointment date. As previously advised it was very hard to get one due to delays caused by COVID and also there were less appointments available in the month of December due to national Christmas holidays, dates the centres were closed set out in previous correspondence. During COVID insurance companies acknowledged that NCT tests could not be take place or be carried out due to COVID lockdown and Insurance companies did not remove insurance from vehicles"

The Complainant asserts, by email dated **8 December 2020**, as follows:

"I have again this afternoon contacted the VRT booking centre to see if a cancelation has become available for centres...None has come available.

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I find myself in a very difficult situation where it is outside of my control due to COVID-19 pandemic, the Christmas period/holidays and back-logs to obtain an appointment for the VRT prior to the 30th December 2020.

Both [Insurance Intermediary] and [Provider] are being very unreasonable and unfair to me as a full paid customer to be put in such a situation whereby I could be left without insurance from the 30th December 2020. As previously advised both [Insurance Intermediary] and [Provider] have a legal obligation to ensure that I have insurance on my vehicle having being paid fully. ... IT IS YOUR LEGAL OBLIGATION TO HONOUR YOUR CONTRACT WITH ME AS A FULLY PAID CUSTOMER."

The Complainant contends, by email dated **8 December 2020**, as follows:

"If [Provider] do not agree to extend the cover you have a duty, responsibility and also have entered into a binding contract with me to place insurance on my car during the period August 2020 to August 2021. HEREBY TAKE NOTICE THAT SHOULD [INSURANCE INTERMEDIARY] INSURANCE FAIL TO CONFIRM INSURANCE ON MY VEHICLE DURING THE SAID PERIOD, YOU ARE IN BREACH OF THE CONTRACT AND IN BREACH OF INSURANCE RELATIONS. THIS MATTER HAS NOW BEEN REFERRED TO THE OMBUDSMAN AND MY SOLICITOR. THIS MATTER IS MOST URGENT AND IS CAUSING ME A LOT OF CONCERN AND UPSET."

By email dated **28 May 2021**, the Complainant wrote to the Provider and said as follows:

"I have been purchasing vehicles from Northern Ireland over the last 10-12 years and I confirm on all occasions on the appointment date for the VRT I have always obtained a Irish vehicle registration number. I can confirm also family members and friends have also obtained Irish vehicle registration numbers on the appointment dates without any delays or issues. The VRT centre comes out to take note of the VIN number of the vehicle which identifies the make model spec of the vehicle, this is entered into the VRT computer system by the VRT employee and your car is identified i.e. make model, spec etc.

In fact the day of my appointment I was informed the VRT was an extra €1000.00 because the car identified by the VRT computer system was not the same as I had noted. The VRT was paid in full and the Irish vehicle registration number provided to me on the day of the appointment. I have also checked this with the VRT centre and they have confirmed this to be the case and they have never heard of any delays with people obtaining Irish registration numbers. They confirmed that Irish registration numbers are provided to the customer on the day of the appointment."

The Complainant notes she is "extremely upset over the whole situation" and "needs her car for work." She is seeking a resolution to the complaint.

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The Provider's Case

The Provider submits that it agreed to provide cover for the Complainant's newly-purchased car on a provisional basis and for a maximum of 42 days, and that the Complainant accepted these terms. The Provider maintains that when it agrees to accept a change under the policy "*which relates to providing cover for a car registered outside of the State, it is the policy of [the Provider] to do so on a temporary basis only and for a maximum of 42 days*".

The Provider highlights its legal obligations, as provided for in the Finance Act, 2010 to report any vehicle that it insures for longer than 42 days. The Provider also submits that "*we do not cover cars that are not registered in the State on a permanent basis.*" It says that the Complainant's policy was cancelled "*on instruction of the policyholder.*"

The Provider submits that:

"[Provider] do not insure vehicles registered outside the state on a permanent basis. We agreed to do so on a temporary basis to allow the vehicle to be registered in ROI subject to a maximum of 42 days temporary cover. The policyholder was unable to register the vehicle in ROI in the period provided."

The Provider wrote, by **Final Response Letter** dated **11 December 2020**, to the Complainant as follows:

"On the 18th November at 0906hrs we were contacted by your Insurance Broker, [Insurance Intermediary], to insure vehicle registration number [number] under your policy. We were informed that you have purchased the car and required cover. [Provider] confirmed cover from 0930hrs on the 18th November but did so on a temporary basis informing your Insurance Broker that we do not cover cars that are not registered in the State on a permanent basis. We further informed your [Insurance Intermediary], when we agreed to cover vehicle registration number [registration number] on a temporary basis, that we will do so only for a maximum period of 42 days. Cover was accepted on this basis. It is at our option that we accept any changes notified under your policy. Where we agree to accept a change, we may do so at different terms, conditions, exceptions or premium than that previously.

It remains a matter for our discretion as to whether or not we accept a change to the subject matter of the insurance (for example, the car insured). Where we agree to accept a change under the policy which relates to providing cover for a car registered outside of the State, it is the policy of [Provider] to do so on a temporary basis only and for a maximum period of 42 days. This limitation imposed cannot be extended under any circumstances as we have a legal obligation under Section 111

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Finance Act 2010 to report any vehicle that we provide a policy of insurance for beyond this time-frame.

We note you have informed us of delays with obtaining an appointment with VRT. We are aware of delays in obtaining Irish Registration numbers, not however obtaining appointments, and for this reason we allow temporary cover up to the maximum period that we can facilitate, which is 42 days. Previously, we would have only agreed such temporary cover for a period of no greater than 30 days, as this is the legal requirement placed on an individual who takes ownership of a non-Irish registered car in the State. It is also for this reason that we were explicit when agreeing and communicating such temporary cover of the time limitations surrounding this. Subsequent to receiving the initial request for cover from your Insurance Broker, we contacted them on the 25th November and again on the 30th November to remind you of the time-frame allowable under the policy. We note from our records on the 30th November that you had yet to confirm to your Insurance Broker a date for which the VRT was booked, but that you confirmed you will revert within the 30 days you are permitted by law, with your Irish registration number.

Our records show that on the 7th December, you notified us directly and your Insurance Broker of difficulties obtaining a VRT appointment until the New Year, which is after the maximum period we can allow cover for (30th December).

I understand you are unhappy with our position but do hope the above provides some more clarity as to why we cannot assist further. I understand too from a recent email received to our offices in this regard that you are concerned that we will cancel your insurance policy after the 30th December. Please note, we are not intending on cancelling your insurance policy. To invoke cancellation under the policy is a very serious decision and one we do not take lightly. You do however have the option of cancelling your policy and providing no claims have been made under the policy or incidents have occurred that have not yet been reported to us, obtain a pro-rata refund of premium."

The Provider further asserts that:

"Obtaining a VRT booking is indeed intended to result in the issuance of the Irish Registration Number. However, at the time, we were aware of a number of customers who attended the VRT appointment as scheduled but left without an Irish Registration Number. Feedback consistently provided was owing to the VRT centre being unable to identify the specific type or specification of the vehicle imported into the State which resulted in them being unable to appropriately price the VRT and therefore meant they were unable to assign the Irish Registration Number on the day of the booking. This resulted in further delays for customers. Therefore, and in our experience, the delay in obtaining the Irish Registration Number is not the same as a delay in obtaining an appointment with the VRT centre. Whilst they seek to serve the same purpose, obtaining an appointment does not guarantee the Irish Registration Number will be generated on the day. That being said, this has no bearing on our

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agreement to allow cover beyond the 42 days, which we clearly stated from when we first agreed temporary cover."

The Provider maintains that its refusal to extend the Complainant's car insurance is in line with its legal obligations and its **Policy Terms and Conditions**.

The Complaint for Adjudication

The complaint is that the Provider:

1. Wrongfully declined to continue to insure the Complainant's vehicle, following a temporary period of cover which was granted in order to allow the Complainant to have her vehicle registered in the Republic of Ireland; and
2. Proffered poor communication and customer service to the Complainant, from November 2020 onwards.

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 **4 January 2022**, outlining the preliminary determination of this office in relation to the complaint. The parties were advised on that date, that certain limited submissions could then be made within a period of 15 working days, and in the absence of such submissions from either or both of the parties, within that period, a Legally Binding Decision would be issued to the parties, on the same terms as the Preliminary Decision, in order to conclude the matter. In the absence of additional submissions from the parties, within the period permitted, the final determination of this office is set out below.

I note that the Provider's **Policy Document** for private car insurance says, at *General Condition 7: Policy Amendments, Additional and Return Premiums*, as follows:

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“You must contact your Insurance broker immediately to notify them of any change which may affect your insurance cover, as detailed wider ‘Notification of changes which may affect your insurance cover’ on Page 1.

*If you are in any doubt as to whether any change affects your insurance cover, you should contact your insurance broker immediately to discuss it with them. **We reserve the right to reassess the risk posed following the notification of any change if we consider that change to be a material fact. At our discretion, we may choose to accept or decline the proposed changes or amend the terms and conditions, the premium and/or the cover provided by this policy.** If we accept any proposed change(s) and provide a new Certificate of Motor Insurance and Insurance Disc, you must return the old Certificate of Motor Insurance and Insurance Disc to your insurance broker. If you make an amendment to your policy during the period of insurance, we will re-calculate your premium according to the change(s). This may result in an additional premium due to us or a return premium due to you.*

We may apply an administration charge (as shown wider the Policy Amendment section on your Schedule) depending on the type of amendment made. Where applicable, this administration charge will be added to any additional premium due to us. or deducted from any return premium due to you....”

[My emphasis]

Section 111 of The Finance Act, 2010, provides as follows:

“(2) A vehicle insurer who issues a policy of insurance to a person for a period in excess of 42 days in relation to an unregistered vehicle shall, within one month of the date of issue of the policy of insurance, make a return to the Commissioners of the following particulars—

(a) the name and address of the person to whom the policy of insurance issued,

(b) the policy number,

(c) the commencement and cessation dates of the policy of insurance,

(d) the registration or identification marks assigned to the unregistered vehicle under a system for maintaining a record of vehicles and their ownership duly established by or on behalf of the government or other authority of the state (other than the State) or territory concerned, or where no such registration or identification mark has been assigned, the vehicle identification number,

(e) the country code for the state or territory concerned referred to in paragraph (d) as set out in the International Standard ISO 3166-1 (Codes for Representation of Names of Countries and their Subdivision) of the International Organisation for Standardisation, and

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(f) the make, model, type and colour (if known) of the vehicle.

(3) Where a return is required under subsection (2), then such return shall be made in such form as the Commissioners may require, including by electronic means, as appropriate.

(2) Subsection (1) applies to policies of insurance (within the meaning of section 142A (inserted by subsection (1)) of the Finance Act 1992) issued on or after the date of the passing of this Act."

I note that Provision 4.1 of the **Consumer Protection Code 2012 (as amended)** (the "CPC") is also relevant as states as follows:

"4.1 A regulated entity must ensure that all information it provides to a consumer is clear, accurate, up to date, and written in plain English. Key information must be brought to the attention of the consumer. The method of presentation must not disguise, diminish or obscure important information."

The Provider submits that:

"It is outside [Provider] risk appetite to write vehicles that are registered outside the state. To facilitate those that import a vehicle from out of the state, which we would otherwise accept and where it is intended to register the vehicle in accordance with Irish Law, we permit cover on a temporary basis for a maximum period of 42 days. Section 111 Finance Act 2010 requires any vehicle registered outside ROI that we provide a policy of insurance on to be reported beyond 42 days cover. As it is not our Underwriting Policy to insure vehicles registered outside ROI, we do not have this reporting mechanism in place to allow us to comply. General Condition 7. Policy Amendments, Additional and Return Premiums of the policy reserved out rights to reassess the risk posed following notification of any change and at our discretion, accept or decline the proposed change."

By email dated **7 December 2020**, the Complainant wrote to the Insurance Intermediary and said as follows:

"I was speaking with [Agent] in [Provider] regarding my insurance after the 30th December 2020. She has recommended that I contact my broker in relation to continue insurance cover on my car after the 30th December 2020. I need my car for work after the 30th December . I have the VRT booked for the 2nd January 2020 and I have done everything in my power today to try and obtain an appointment for the VRT on or before the 30th December 2020. The VRT Department in Revenue have advised me that there is no available appointments and no cancelation list either. I have paid for my insurance in full up to and including August 2021. Can you please revert to me with regard to my options for continued cover on my car after the 30th December. As advised my VRT appointment is for the 2nd January 8:10 a.m. which you will note is a Saturday and it will be the Monday 4th January before I am able to notify [Insurance Intermediary] Insurance of the Irish registration of the vehicle as

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your office is not open. Please revert to me as a matter of urgency as I am very worried about this matter and extremely upset over the whole situation. I need my car for work and if you as my broker are refusing to insure my car I will be unable to attend work."

In response, the Complainant submits that:

"The procedure for VRT a vehicle in Ireland is, you book an appointment to visit a VRT centre to VRT the vehicle and pay the VRT. AT this appointment once the car is checked by the VRT and you pay the VRT on the vehicle you are given a print out of the receipt/confirmation of payment of VRT and on same YOU ARE GIVEN THE IRISH REGISTRATION NUMBER. In my opinion the delay in obtaining Irish registration numbers is the same as a delay in getting an appointment to VRT the car as you get your Irish registration number on the day of the appointment and you are advised to get Irish registration plates done on the same day for your vehicle."

The Provider submits in its **Final Response Letter** dated **11 December 2020**, that:

"I note you enquired as to whether or not we have a copy of all call recordings between you and our offices. I can confirm we do."

Having reviewed all audio evidence, I am satisfied that the evidence does not suggest that the telephone call recordings have been edited. I note that a telephone call occurred, on the **18 November 2020** between the Provider's Agent and the Insurance Intermediary, as follows:

Provider Agent 1: *"..whist the vehicle is on the UK reg, we just put it down as a temporary sub vehicle...in this case here do you know if the customer has a VRT date yet."*

...

Provider Agent 1: *"42 days is the very maximum time that we are able to cover the vehicle on a UK reg so I mean, just, I suppose, just to make the customer aware of that, just there is no extension beyond that, we can only cover that 42 days, that is the timeframe they would have to get it sorted."*

The Complainant submits that *"during this call [Agent] of [Insurance Intermediary] instructs [Provider] to only temporarily cover the car for 28 days. I did not consent or instruct this nor was I advised it was only initially for 28 days."*

A telephone call occurred on the **25 November 2020** where an Agent of the Provider called the Insurance Intermediary to remind them that a backlog on VRT certificates was occurring and to remind them of the temporary nature of the insurance cover and to ask whether a date for the VRT meeting had been set.

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Another telephone call occurred on the **30 November 2020** where an Agent of the Provider called the Insurance Intermediary to ask again whether a date for the VRT meeting had been set.

The Complainant submits in relation to that telephone call that “[Agent A] from [Provider] advised [Agent B] that they would be unable to provide cover for my vehicle after the 42 days. This proves and confirms why I was forced to purchase a new insurance policy.”

A number of telephone calls occurred on the **7 December 2020** and I note in particular the wholly unacceptable tone of the Complainant during this telephone including calling the Provider Agent 2 an “idiot.” In a separate telephone call she asks can she “speak to someone else who has a brain.”

The Provider also submits in its **Final Response Letter** dated **11 December 2020**, that:

“we listened to all calls received directly from you to our offices regarding this matter and note that you were disrespectful to the members of the [Provider] team. We expect due respect to be given to members of the team at [Provider], in all communications. Having listened to the calls, we note you referred to one staff member on two occasions as an ‘idiot’ and later you stated that you hoped that same staff member would ‘get fired’ over the handling of this matter. You also alluded to another staff member how they don’t have a brain, asking to speak to someone else that does have a brain.”

The Complainant notes that:

“I am not proud of my behaviour in the telephone calls with [Provider] but they were very hard to deal with and I had to do all the chasing with them as they never returned a call. Each time I telephoned I spoke with someone different and told [Agent] was in a meeting, or working from home or with someone else. I was being fobbed off. I know this is no excuse for my behaviour but at the same time they have left me in a very difficult situation and were very unreasonable.”

I note the Complainant’s contention that she had her car from Northern Ireland from the **18 November 2020** and I note in particular that the Provider says that “we were clear from the 18th November 2020 that we cannot extend beyond the 42 days.” On **18 November 2020**, Provider Agent 1 advised the insurance intermediary that “I suppose, just to make the customer aware of that, just there is no extension beyond that, we can only cover that 42 days, that is the timeframe they would have to get it sorted.” I am satisfied that the Complainant knew about the 42 day deadline from the **18 November 2020** and that the Provider acted reasonably and in the Complainant’s best interest in communicating this information in the clearest of terms.

I note the Provider’s submission that

“it is our understanding from the calls of the 7th December 2020, that the policyholder only booked the VRT a few days prior to this. We also highlighted to the

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Broker the importance of booking the VRT as early as possible, as we were aware of other customers who did not obtain their Irish Registration Number at the initial VRT appointment."

The Complainant said that *"I finally got the VRT appointment booked on the 7th December and this was well within the 42 days."* She outlined that *"I need my car for work and if you as my broker are refusing to insure my car I will be unable to attend work."*

In particular, I note that a senior Agent of the Provider by telephone call on the **7 December 2020** advised that the Complaint should return to the insurance Intermediary who could organise an insurance provider who would offer UK insurance, such that she would not be left with no insurance and who said she would be offered a full refund including for days she wasn't driving which in my opinion, was very reasonable.

I note the Provider's contention that *"we allow temporary cover up to the maximum period that we can facilitate, which is 42 days. Previously, we would have only agreed such temporary cover for a period of no greater than 30 days, as this is the legal requirement placed on an individual who takes ownership of a non-Irish registered car in the State."* I am satisfied that this was a reasonable response to the situation the Complainant was in.

In particular I note the Provider's submission that

"It is outside [Provider] risk appetite to write vehicles that are registered outside the state. To facilitate those that import a vehicle from out of the state, which we would otherwise accept and where it is intended to register the vehicle in accordance with Irish Law, we permit cover on a temporary basis for a maximum period of 42 days. Section 111 Finance Act 2010 requires any vehicle registered outside ROI that we provide a policy of insurance on to be reported beyond 42 days cover. As it is not our Underwriting Policy to insure vehicles registered outside ROI, we do not have this reporting mechanism in place to allow us to comply."

I am satisfied that the Complainant's inability to meet a deadline to register for VRT is not an issue over which the Provider had any control, nor was the Provider required to permit extra time for this. I also accept that the Provider is entitled to omit vehicles registered outside the State, in order to limit its level of commercial risk.

Additionally, the Provider's **Policy Document** for Private Car Insurance says, at *General Condition 7: Policy Amendments, Additional and Return Premiums*, that

"We reserve the right to reassess the risk posed following the notification of any change if we consider that change to be a material fact. At our discretion, we may choose to accept or decline the proposed changes or amend the terms and conditions, the premium and/or the cover provided by this policy."

I am satisfied therefore that the Provider was contractually entitled to decline the proposed change to the insurance, decline the premium or cover and to amend its terms and conditions if the change was a material fact. I am also satisfied that the inability or delay in

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being able to register a car in the ROI is a material fact. Moreover, Section 111, certainly obliges an insurance company to return particulars where an unregistered car avails of insurance beyond 42 days. I am satisfied that the Provider was contractually entitled to decline cover in the case of a material change in such circumstances.

In particular I note the Provider's submission that

"Section 111 Finance Act 2010 requires any vehicle registered outside ROI that we provide a policy of insurance on to be reported beyond 42 days cover. As it is not our Underwriting Policy to insure vehicles registered outside ROI, we do not have this reporting mechanism in place to allow us to comply. General Condition 7."

I accept that a car insurance provider is entitled to establish the parameters of the cover it is willing to offer to its customers. In this case the Provider excludes non-ROI registered vehicles and in circumstances where a reporting obligation cannot be met, the Provider was prudent in refusing an extension of cover such that it might have failed to meet its statutory obligations. In those circumstances, it was a matter for the Complainant to ensure that the vehicle was registered in the Republic of Ireland within the 42 day period, or alternatively, she could have sought insurance cover elsewhere. Overall, I am satisfied that the Provider acted reasonably and in line with its **Policy Document** when it refused the Complainant a further extension, in order for her to organise her insurance.

With respect to Provision 4.1 of the **Consumer Protection Code 2012 (as amended)** the Provider submits that:

"[Provider] were clear and transparent at all times regarding how we would insure the vehicle (temporary basis) and the maximum period permitted (42 days). Prior to the 7th December 2020, when the policyholder made direct contact, we reached out to the Broker on two occasions after first agreeing to temporarily insure the vehicle. The vehicle was first insured on the 18th November 2020, with follow up to the Broker 7 days later (25th November) and then again 5 days later (30th November). It is our understanding from the calls of the 7th December 2020, that the policyholder only booked the VRT a few days prior to this. We also highlighted to the Broker the importance of booking the VRT as early as possible, as we were aware of other customers who did not obtain their Irish Registration Number at the initial VRT appointment. We were clear from the 18th November 2020 that we cannot extend beyond the 42 days."

I accept that Provider's submission in that regard and I am satisfied that the Provider was clear in the limitations of the extension that could be offered from the **18 November 2020**, thus giving the Complainant adequate notice of its protocol. Clear information was also laid out in its **Policy Document** and this was communicated fairly by its customer services agents. I do not find any evidence that the Provider failed to meet its obligations as outlined in Provision 4.1 of the CPC.

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Additionally, I am satisfied that a number of phone calls were made including on **25 November 2020** and **30 November 2020** from the Provider to the Insurance Intermediary reminding them of the VRT meeting and the deadline for the temporary insurance. This is a clear example of the Provider acting in the Complainant's best interests.


I am satisfied that the Provider made adequate contact and provided good customer service to the Complainant as well as acting in her best interests by allowing her a reasonable extension of her insurance such that it met its obligations under Provision 2 of the CPC. It is disappointing in those circumstances, that the respect displayed to the Complainant by the Provider was not returned by her at all times, when she became frustrated by the circumstances in which she had found herself, but over which the Provider had no control.

In conclusion, I am satisfied that the Provider acted in accordance with the Terms and Conditions of the **Insurance Policy** and its statutory obligations when it refused to extend the Complainant's car insurance policy beyond the 42 day extension, already made available to her. Consequently, in my opinion, there is no reasonable basis upon which this complaint against the Provider can be upheld.

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

26 January 2022

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.

