



<b><u>Decision Ref:</u></b>	2022-0159
<b><u>Sector:</u></b>	Insurance
<b><u>Product / Service:</u></b>	Travel
<b><u>Conduct(s) complained of:</u></b>	Complaint handling (Consumer Protection Code) Dissatisfaction with customer service Failure to provide correct information Rejection of claim - cancellation
<b><u>Outcome:</u></b>	Rejected

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

The Complainants held travel insurance with cover underwritten by the Provider.

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

The Complainants had planned to travel to Spain on **14 March 2020** but they were informed that the flight had been cancelled due to air traffic control issues. The Complainants state that they were offered a refund or an alternative flight. The Complainants submit that they were advised that Spain was going into lockdown due to the COVID-19 pandemic from **15 March 2020** and so they availed of the refund option from the airline. The Hotel Provider advised that the cost of the Complainants' accommodation was non-refundable so they sought to pursue a claim to the Provider for their accommodation costs, and contacted it in that respect in **April 2020** and returned the **Claim Form** and supporting documentation on **12 May 2020**.

On **18 June 2020** the Complainants received a further claim pack from the Provider requesting that they submit their claim and paperwork. The Complainants submit that they received correspondence on **16 July 2020** and subsequently, on **16 September 2020** they received notice that their claim was declined due to "*their flight being cancelled*" and that this was not an event that was covered under their level of policy cover.

The Complainants submit that on **22 September 2020** the Provider responded to them to advise that their claim was still being declined due to the meaning of *compulsory quarantine* peril which the Provider interpreted as a specific compulsory quarantine of an individual, rather than a generic lockdown of a population.

The Complainants submit that they have checked the policy documentation and cannot find any definition of compulsory quarantine or the conditions around this peril. Additionally, the Complainants assert that they were *“dealt with poorly.”*

The Complainants submit that:

*“I was given a 'blanket response' from the insurers with poor level of attention to detail and investigation. ...*

*I was then told my claim was still declined as the cancellation reason (my flight being cancelled) was not covered under my level of policy cover... I feel that the level of ambiguity around this peril to be unacceptable and that [Provider] has handled my claim very badly and caused a lot of undue stress for me and my partner with these already worrying times...*

*I therefore wish to seek my claim to be accepted and paid and also wish to seek level of compensation due to the unprofessional advice/responses I have received and length of time this has taken.”*

On **12 May 2020**, the Complainants wrote to the Provider and said:

*“The flight cost are currently going through [Airline A] refund process, however the [Hotel Provider] have advised us that they will not refund the cost of our hotel due to the hotel not waiving cancellation fees... it is only the hotel costs we want to claim for.”*

By email dated **28 July 2020** to the Provider the Complainants submit that:

*“I have a valid policy and claim this is why I paid my premium and took out the policy...to cover me for these circumstances... The fact that you have obviously not checked my correspondence correctly, labelled my claim 'covid 19' and then tried to fob my claim off as not covered due to FCO travel advise for covid 19 (without even checking dates) is unacceptable and shoddy work to say the least.”*

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The Complainant submit that:

*“While I accept that these are strange and difficult times for all (businesses and consumers) I cannot accept the amount of errors and the lack of customer service/advice from [Provider]. At each level of communication I have been left feeling more confused and less confident in what cover my policy actually provided me given the lack of clarity on their side - I feel let down by the company that I would expect to have expertise and absolute clarity on my policy cover- which I feel was clearly missing. Again, I also feel a level of frustration with [Provider], after many months of going through the claims process, hours of reading and re reading policy documents, filing in forms, replying to emails and eventually having to make a complaint to the FSPO.”*

The Complainants want the Provider to pay their claim, to cover the cost of their hotel, and they also seek further compensation.

### **The Provider’s Case**

The Provider’s says that its decision to decline the claim is based on its terms and conditions. The Provider, in its letter, outlines why **'Section A - Cancellation and Curtailment charges'** does apply in this case and says that cover under **"Compulsory Quarantine"** does not include the Complainants' situation.

The Provider submits that there is no insured peril that would be applicable to the circumstances of the Complainants' claim and for that reason the Provider cannot consider any indemnity or cover under this particular section. The Provider, in its letter dated **22 September 2020**, acknowledges the delays in processing the Complainants' claim.

In its letter dated **16 September 2020**, the Provider submitted that:

*“the cancellation section of the policy only considers specified named perils for cover. Unfortunately, cancellation of a trip due to the airline cancelling your flight for any reason is not covered by the standard policy. The optional extra cover of ‘travel disruption’ is designed to protect travellers against circumstances as this and you did not opt to take up this cover when the policy was purchased. we are therefore not in a position to cover your claim.”*

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On **22 September 2020**, in its **Final Response Letter**, the Provider said as follows:

*"We have found our handling and response times throughout the claim to be less than satisfactory and far from the service we would ordinarily hope to deliver and we are sincerely sorry. By way of explanation (not excuse), as the COVID-19 outbreak has affected the travel plans for tens of thousands of people, we are currently experiencing an extraordinary volume of calls and claims in the context of sudden societal changes and it has proved to be a very challenging time.*

*Unfortunately and because of COVID-19 our offices had to act quickly in March 2020 and facilitate immediate remote working for the vast majority of our workforce and your claim was received in the midst of this. Whenever an Insured person contacts us, we have to assess their case taking into full consideration the terms and conditions of the policy they have purchased. The policy you have purchased provides cover/indemnity against pre-defined circumstances, which we call 'insured perils.' When we receive a claim, the first part of the assessment is to examine if the claim arises in respect of an insured peril.*

*In plain terms, we check the policy wording to see if the circumstance giving rise to the claim is covered under the terms of the policy. Having established a claim arises as a result of an insured peril, we are then obligated to ensure the claim meets any prevailing policy conditions and that no exclusions apply. Your claim arises after you cancelled your trip as a result of your airline cancelling your flight as a result of 'Air Traffic Control Staffing Issues' and the subsequent Covid-19 related lockdown by the Spanish authorities... there is no insured peril that would be applicable to the circumstances of your claim and therefore, we cannot consider any indemnity or cover under this particular section. We note your challenge in respect of the 'Compulsory Quarantine' peril. In this regard the policy provides cover for a specific compulsory quarantine of an individual (You or your travelling partner), rather than a generic lockdown of a population. We can only consider a claim against this peril where a qualified medical practitioner has instructed compulsory quarantine and that has not been your contention. Your policy does not provide cover for claims resulting from flight cancellation. This cover is not included in the standard policy, primarily because airlines are subject to stringent consumer protection law. We understand your claim is for irrecoverable accommodation costs only, but these arise because of the flight cancellation and then the inability to reschedule because of locally applied travel restrictions. As explained in our previous correspondence, one can upgrade the policy to include Travel Disruption and/or Flight Cancellation cover, but we note you have not upgraded your policy to include either of these sections of cover. These optional extras are the only sections of cover on your policy that could consider a claim where the proximate cause is either flight cancellation and/or pandemic related travel restrictions."*

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The Provider submits that:

*“We considered the Complainants’ claim under the Cancellation Section of the policy, which provides cover for cancellation of a trip for events occurring under the 6 listed perils (detailed at response number 2 above ... further detailed in Appendix 3, page 7 of the policy wording Section A: Cancellation or Curtailment Charges). The circumstances of the cancellation did not meet any of the listed perils and as such, as the Complainant had opted not to avail of either Travel Disruption and /or Flight Cancellation cover, we could not give any further consideration to the cancellation claim.*

...

*We gave further consideration under the Delayed Departure/ Holiday section (wording below) however as the flight was cancelled by the airline after a 3 hour delay, the circumstances did not meet the criteria for a valid claim under this section of the policy.”*

On **21 May 2021**, the Provider submitted that:

*“We strongly disagree with the Complainants’ suggestion that Spain entering lockdown should qualify her claim under the compulsory quarantine heading.”*

The Provider asserts that *“there is no insured peril that would be applicable to the circumstances of your claim and therefore, we cannot consider any indemnity or cover.”*

The Provider submits that whilst it is *“genuinely empathetic”* it *“must apply the terms, conditions and exclusions of the policy in an even-handed way for all customers at all times.”*

When the Provider submitted its formal response to this Office by way of reply to the investigation of this complaint in March 2021, whilst it stood over its position regarding the absence of cover for the Complainants’ circumstances, nevertheless it acknowledged that during the claims process it had issued a declinature letter that cited an incorrect reason for the decision on the outcome of the claim which may have created confusion and compromised the Complainants’ trust in the Provider’s assessment of the circumstances of her loss and for that it wished to apologise. In recognition of this issue, it offered a gesture of goodwill in the sum of €200.

The Provider also advised at that time that in addition, in a genuine attempt to reach an amicable resolution of the dispute, it had considered what the circumstances may have been, if the Complainant had actually arranged alternative flights and reached her destination. The Provider advised that although it could only speculate, it was willing to consider that the ensuing lockdown events in Spain could have necessitated an early return home.

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Accordingly, although cover for this eventuality would only have been available under the limited circumstances outlined in the “*Catastrophe Section*” of the policy (if the Complainant was forced to leave her pre-booked accommodation) the Provider advised that it was willing to extend, entirely as a gesture of goodwill, an offer of €500 in recognition of a possible contribution in this scenario, towards return flights for the Complainant and her travelling companion.

In those circumstances, it formally offered a settlement figure of **€700**, with a view to resolving the complaint.

### **The Complaint for Adjudication**

The complaint is that the Provider wrongfully declined the Complainants’ claim for their unused accommodation costs.

### **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 **12 April 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.

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The Provider relies on its **Travel Insurance Cover Handbook, Cover Schedule** which says, at page 7, that:

*“Section A: Cancellation or Curtailment Charges What is Covered*

*We will pay You, up to the amount shown in the Cover Schedule for:*

*a) Your irrecoverable unused travel and accommodation costs and other pre-paid charges (including sports, concert and entertainment tickets) which You have paid or are contracted to pay if Cancellation of the Trip is necessary and unavoidable as a result of any of the following events occurring after payment of premium relating to Your cover and occurring within the Period of Insurance;*

*or*

*b) Your reasonable additional travel expenses and loss of irrecoverable unused accommodation costs and other unused pre-paid charges (including sports, concert and entertainment tickets) which You have paid or are contracted to pay if Your Trip Is Curtailed as a result of any of the following events occurring after payment of premium relating to Your cover and occurring within the Period of Insurance; as a result of:*

*1. The death, Bodily Injury, illness of;*

*a) You*

*b) Your Travelling Companion*

*c) any person with whom You have arranged to reside temporarily*

*d) Your Close Relative*

*e) Your Close Business Associate*

*...*

*3. Compulsory quarantine, jury service attendance or being called as a witness at a Court or Law of You or Your Travelling Companion.*

*....”.*

[my underling added for emphasis]

The Complainants contend that they are covered by the terms *Compulsory Quarantine* in the Provider’s **Insurance Cover Handbook, Cover Schedule** where at page 7 it extends travel insurance to "*Compulsory quarantine, jury service attendance or being called as a witness at a Court of Law of You or Your Travelling Companion.*" The Complainants highlight that a provider Agent explained Compulsory Quarantine on **2 September 2020** as follows:

*“The policy does not specifically define Compulsory Quarantine, but the peril description is (in our view) clear...it is our strong contention there is no ambiguity in this particular peril; we have paid many claims this year for those subject to specific compulsory quarantine as prescribed by a medical practitioner.”*

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In response, the Complainants submits that *“there is no mention of 'prescribed by a medical practitioner' in the above definition given by [Provider].”*

On **29 March 2021**, the Provider added that:

*“Under this peril, we would consider almost any circumstances where an order or official instruction made to You or Your Travelling Companion required You (and/or Your Travelling Companion) to be in a specific place at the time of travel and as such prevented you from taking up or continuing your trip.”*

By email dated **17 June 2021**, the Provider asserts that:

*“We are sorry to note that the Complainant has decided not to accept our latest offer, even though this covers the original value of the claim.*

*Irrespective of the original reason for the claims submission we have outlined in previous correspondence circumstances where we would consider that cover for compulsory quarantine of you or your travelling companion would be triggered and we do not believe that we are being inconsistent. It has to be compulsory quarantine of you or your travelling companion, rather than a general advisory asking people to restrict movements. This would include, but may not be limited to, circumstances where you or your travelling companion has received an order or official instruction, for example from a medical practitioner or the HSE, maybe as the result of a diagnosis of COVID or having been identified as a close contact, and in more recent times where you may have entered the Country from an area which the Government considers high risk, and has imposed a compulsory quarantine period in a designated hotel facility. We were simply trying to highlight various scenarios where cover would be available, there was no intention to create any confusion.”*

The Provider submits that:

*“As part of the appeal, the Complainant reviewed the listed cancellation perils, and requested that we re-consider the claim as 'Compulsory Quarantine' on the basis that the day after her planned travel date, Spain was placed into what she described as 'lockdown/quarantine' The appeal could not be considered by us on these grounds as, notwithstanding the fact that the circumstances of the public health advice and/or general restrictions on movement that occurred in Spain in the days after the Complainant had Intended to travel, likely would not have met the standard for a valid claim under the peril 'Compulsory Quarantine of You or Your Travelling Companion,' this is not relevant in the context of the Complainants' claim - as it was cancellation of the flights that prevented the Complainant from travelling.*

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*The Complainant was at the airport and clearly had every intention of travelling to Spain; once the flight was cancelled, the Complainant abandoned her travel plans.... There was no submission from the Complainant in support of any claim that the actual cause of cancellation of her trip was anything other than the flight cancellation. The later request for us to consider that events occurring at the destination country cancellation of her trip should be considered as the reason for the cancellation, cannot be accepted by us as reasonable grounds for appeal. We appreciate that the Complainant also submits that she was unable to rebook at a later date, as the circumstances in Spain changed after her planned date of travel. While we empathise that the circumstances of the pandemic prevented the Complainant from being able to mitigate her losses, that does not change the fact that the need to re-book arose as a result of the flight cancellation, which in itself is not covered under the policy...”.*

The Complainants have submitted that:

*“As per the above 3 extracts, one explanation above mentions just 'Compulsory Quarantine for myself and my travelling partner' while another mentions 'Specific Compulsory Quarantine as prescribed by a medical practitioner' and then the third one notes 'Where an order of official instruction made to you or Your Travelling Companion required You (and/or Your Travelling Companion) to be in a specific place at the time of travel and as such prevented you from taking up or continuing your trip'.*

*There is no mention of a medical practitioner in the second definition and the latest definition was only advised by [Provider] in their last correspondence. I cannot locate this anywhere in the policy document nor in the previous correspondence that I have received, even though I have actually asked for it several times over the course of this process.*

*Taking all of the above into consideration, I remain dissatisfied with the level of service and answers I have received from [Provider] to date. I still feel a very high level of frustration as I have not received one concrete answer on what the meaning of 'Compulsory Quarantine'. To date, two definitions have been supplied by [Provider] so I am left wondering, was the first definition I received incorrect or was it incomplete? Does a medical practitioner have to be involved? I believe this is why they have advised they are to consider adding a definition for this to the section on their next policy review of their wording. If they feel the need to tidy up their policy wording by adding a definition for this in their next review, it is obvious that the cover/definition is unclear and ambiguous to customers.”*

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The Complainants also say that:

*“On the first letter I received to advise my claim was not valid they advised that this was due to the Department of Foreign Affairs to avoid all but essential travel - after checking online the only clear information I could find on this was a notice on the 17th March 2020, my trip was to start on the 14th March. I emailed [Provider] back to advise this and then received a response from Senior Claims Handler [Agent] (attached) - who apologised and wrote 'As you correctly noted, there was no travel advice from the Department of Foreign Affairs for your destination at the time you were due to travel on 14.3.2020' and again apologised for the error in their assessment.*

*She then advised however my claim was still not valid under the terms of their cancellation/curtailment charges as my flight was cancelled (and flight cancellations were not covered). ...I then received a response from [Agent] to advise that my file had been thoroughly reviewed but my claim was still not covered under their definition of 'Compulsory Quarantine' as this related to individual(s) being in quarantine from a letter from a GP. I had already checked the lengthy policy document several times at this point but again read all of the policy information that was issued to me to find this definition that [Agent] advised - but found nothing.... I feel that the level of ambiguity in their policy wording and customer service from [Provider] is highly unacceptable. From each letter I have received from [Provider] I have responded and pointed out different factors - and each time a different 'condition' is noted as a reason not to pay my claim, I have spent countless hours checking their policy wordings and conditions to be told each time my claim is not covered now for a different reason. I feel their constant 'moving of the goalposts' has been not only very frustrating but also upsetting in an already difficult time. From first reporting this claim in April 2020 it has taken approx 10 months of several follow up emails, countless hours of research and reading to be told a different reason each time - there has been no consistency from the beginning.”*

By letter dated **16 September 2020**, the Provider said that:

*“We would like to apologise for the correspondence you received after our initial assessment. As you have noted correctly, there was no travel advice from the Department of Foreign Affairs for your destination at the time you were due to travel on the 14/03/2020. Again, we would like to apologise for this error in our assessment.”*

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The Provider submits that:

*"The policy contains a definitions section in which we explain any terms that are open to interpretation or require further definition. This section doesn't contain a definition or explanation for every term, but it is under constant review and the aim is always to make the policy easy to read and understand, and we expand it to add any terms that give rise to question or frequent query or are flagged as ambiguous.*

*We agree that were the words 'Compulsory Quarantine' to appear as a standalone peril, this would be vague and without a clear definition certainly open to a broad interpretation. However Compulsory Quarantine of You or Your Travelling Companion' - the actual wording in this policy- is a lot clearer and when read in the context of the sentence it is in, it becomes very evident what the intention of the peril is: 'Compulsory quarantine, jury service attendance or being called as a witness at a Court of Law of You or Your Traveling Companion'*

*Under this peril, we would consider almost any circumstances where an order or official instruction made to You or Your Travelling Companion required You (and/or Your Travelling Companion) to be in a specific place at the time of travel and as such prevented you from taking up or continuing your trip. If The Complainant had any evidence of such an event occurring prior to the cancellation of her flights by [Airline A], we would have given it full consideration. In the event of any ambiguity in a policy term, we remain mindful of and committed to applying the most favourable interpretation of a term to the customer. In this case, the reason for cancellation of the trip is clear and the applicable terms are unambiguous."*

The Complainants submit that:

*"This leads me to believe that the current description is not adequate enough to explain the cover in plain and simple English for the policy holders - so therefore needs to be checked and expanded on -which again shows lack of clarity."*

By email dated **30 June 2021**, the Complainants said that:

*"I wish to advise I still do not agree with their findings and furthermore, feel that the only consistency to date, is the lack of consistency in the definition around this peril. I wish to thank [the Provider] for eventually explaining the 'extended definition' for which they advise applies to the section Compulsory Quarantine. However, this new definition, although it fits the current circumstances, it does not fit with my claim/circumstances at the time of claim.*

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*My claim was some time before any of these practices (such as close contact identification/quarantine in a designated Hotel facility) were put in place. Taking this into account, I continue to believe that the previous cover and definition around this peril is ambiguous to say the least. I hope that, following their review, new wording applied by [the Provider] will be of greater help to other policyholders."*

The Complainants submit that:

*"[Provider] declined as they advised it is not in the definition of Compulsory Quarantine (even though they do not have a definition for Compulsory Quarantine in the schedule of cover. Add to that the fact that I have been advised two different definitions of it so far - once from [Agent] on 23.9.20 and another on 29.3.21 ). Each time I have written to [Provider] to challenge their answers I have given a detailed and factual response and each time I feel they try to use only parts of previous information to discredit my response. The main issue is that their policy wording/definitions around this peril are ambiguous and are not strongly defined and that is why as a customer I am repeatedly confused and frustrated by their answers. I expect a professional entity to be able to adapt and answer ANY questions or challenges I have on their product/policy in a clear and concise manner. I do not believe that I have received this from [Provider] and in my opinion I have not been given a clear, consistent answer to the definition of 'Compulsory Quarantine'. While [Provider] have acknowledged the error and apologised, the offer of a €200 customer service award only came when I went to investigation with the FSPO."*

I note the efforts evidenced by the Complainants, to receive a refund directly from the hotel and the evidence submitted in relation to travel advice at the time including the press release from the Tánaiste dated **13 March 2020** which advised *"it is now advising people to exercise a high degree of caution before deciding to travel to other EU states. This is in addition to our advice on Italy and Spain."* A similar document dated **14 March 2020** notes that Spain *"remains non-essential travel."*

I note the Provider's contention that:

*"... we strongly disagree with the Complainants' suggestion that Spain entering lockdown should qualify her claim under the compulsory quarantine heading" and that "there is no insured peril that would be applicable to the circumstances of your claim and therefore, we cannot consider any indemnity or cover under this particular section."*

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I note that the Complainants have sought to recover the costs of their unused accommodation under the Cancellation or Curtailment section of the policy under the insured peril of:-

*“Compulsory Quarantine, jury service attendance or being called as a witness at a Court of Law of you or your travelling companion.”*

Although I recognise the Complainants’ argument that the position is not entirely clear, in the absence of a definition of “Compulsory Quarantine” I nevertheless accept the Provider’s position that neither of the Complainants were subject to compulsory quarantine as a result of which it became necessary to cancel their trip to Spain. Accordingly, I accept the Provider’s position that it was entitled under the policy terms and conditions to decline to cover the claim as the Complainants’ circumstances did not fall within policy cover.

I am conscious however, that notwithstanding the absence of cover, the Provider has sought to remain open to examining the situation which may have occurred had the Complainants arrived at their destination in Spain and been forced to curtail their trip and in those circumstances, and also taking account of the incorrect reason given originally by the Provider for the declinature of the claim, it has offered a settlement figure of a total of €700, with a view to resolving this matter.

I consider this offer by the Provider to be a generous attempt to resolve the complaint and given the absence of cover under the policy, I do not consider it appropriate to uphold the complaint.

Neither do I consider it necessary to make any direction in this matter. Rather, it will be a matter for the Complainants to make direct contact with the Provider if they wish to accept this settlement offer of €700. In that event, I would suggest that the Complainants make contact with the Provider expeditiously, as the Provider cannot be expected to hold this offer open indefinitely.

Accordingly, in circumstances where I am satisfied that the Complainants were not covered by the policy, for the circumstances leading to the losses they incurred for unused accommodation, I take the view that this complaint should not 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**  
**Financial Services and Pensions Ombudsman (Acting)**

9 May 2022

## **PUBLICATION**

### **Complaints about the conduct of financial service providers**

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.

### **Complaints about the conduct of pension providers**

Pursuant to *Section 62* of the *Financial Services and Pensions Ombudsman Act 2017*, the Financial Services and Pensions Ombudsman will **publish case studies** in relation to complaints concerning pension 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.