



<b><u>Decision Ref:</u></b>	2022-0212
<b><u>Sector:</u></b>	Insurance
<b><u>Product / Service:</u></b>	Payment Protection
<b><u>Conduct(s) complained of:</u></b>	Failure to provide correct information Mis-selling
<b><u>Outcome:</u></b>	Rejected

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

The Complainant is a limited company, referred to below as ‘the Complainant Company’, which incepted an **Executive Income Protection Plan** with the Provider on **1 May 2010**. The Complainant Company was the Policyholder. The life insured, ‘Mr A.’, was a director and shareholder of the Complainant Company. The Provider was the Insurer, responsible for underwriting applications for cover and assessing claims. The policy is no longer in force.

This complaint concerns the advice that the Provider’s Financial Adviser gave to the Complainant Company and Mr A. pertaining to the selling and establishment of the **Executive Income Protection Plan**.

#### **The Complainant Company’s Case**

The Complainant Company, by way of Mr A., sets out its complaint in the **Complaint Form** he completed, as follows:

*“I purchased an income protection policy with [the Provider] on 16 April 2010. The cover I was sold was €18,000 per annum payable after 8 weeks at a cost of €186 per month. While having a financial review in December 2019, it was pointed out to me by my current Financial Adviser that I would never be eligible to receive €18,000 as my salary is €20,000 per annum and the most I could possibly receive was 75% of my income less State benefits. I had been paying €186 per month for protection I could never receive based on the advice of [the Provider’s Financial Adviser] and [the Provider] ...*

In its email to this Office of **20 March 2020**, the Complainant Company, by way of Mr A., submits that:

*“The conduct I have a complaint about is the advice I was given in relation to the amount of income protection I should put in place by [the Provider’s Financial] Adviser. He recommended income protection of €18,000 per annum on a salary of €25,000. The maximum anyone can receive in income protection is 75% of salary less state benefits. [The Adviser] did not factor in the state benefits in his analysis which would have brought the actual recommendation down to €8,000 per annum in income protection. I was paying a huge extra premium for benefits I could never obtain based on bad/wrong advice. This has cost to me is (sic) roughly €15,000 since the inception of the policy”.*

In addition, in its email to this Office of **30 March 2021**, the Complainant Company, by way of Mr A., further submits that:

*“... I have never been provided with a copy of [a] financial review by [the Provider], I have been given a one page copy of “needs analysis”.*

*[The Provider] state in their response that their Adviser...discussed in detail “confirmed income option” and this is not true, it was never mentioned during the entire process by their Advisor.*

*No discussion took place in relation to the availability of state benefits or not at the meeting [on **16 April 2010**], no options other than the 75% of stated salary was mentioned in relation to the provision of income protection.*

*At no time during the meeting was a complete financial analysis completed. I was told by [the Adviser] that he would complete some of the paper work at a later stage as it was “purely routine”.*

The Complainant Company states in the **Complaint Form** that in order to resolve this matter, it seeks for the Provider to refund to it the sum of **€15,703.00 (fifteen thousand seven hundred and three Euro)**, which Mr A. calculates, as follows:

*“Based on my current salary and salary at the time of taking out the policy, I should have had income protection cover of €5,974, not €18,000 and the cost of that cover would be 33% of what I was paying or €61.38 per month. The total I have paid to [the Provider] is €23,436. I should have paid €7,733. Therefore, I want refund of €15,703”.*

### **The Provider's Case**

The Provider says that the Complainant Company inceptioned an **Executive Income Protection Plan** with the Provider on **1 May 2010**. The Provider notes that the Financial Adviser who dealt with this policy, 'the Adviser', was at that time a tied agent of the Provider.

The Provider says that the **Executive Income Protection Plan** was designed to pay the Complainant Company, as the policyholder, an income if the life insured, Mr A., a director and shareholder of the Complainant Company, was unable to work as a result of illness or injury and suffered a loss of earnings as a consequence. The policy provided income protection benefit in the amount of **€18,000.00 (eighteen thousand Euro)** per annum and the monthly premium was **€184.52 (one hundred and eighty-four Euro and fifty-two Cent)**. The policy also provided hospital cash benefit and premium protection benefit, to ensure that premiums would be paid for the duration of any valid claim under the policy. The Provider says that **Executive Income Protection Plan** premiums, which are generally paid by the employer, normally qualify as a deductible business expense, such that a tax relief is normally associated with the premiums, subject to Revenue terms and conditions.

The Provider notes that Mr A. met with the Adviser on **16 April 2010** to discuss life protection and pension needs. The Provider says that at this meeting, Mr A., on behalf of the Complainant Company, completed a **Business Fact Find** document and separately, an **Executive Pension Employee Review**.

The Provider notes that in the **Business Fact Find** document, Mr A. confirmed that he was a director and 50% shareholder of the Complainant Company and that his remuneration was **€25,000.00** per annum. Based on the information provided by Mr A., the Adviser recorded in Section 9, '**Recommendations and reasons why for all products**', of the **Business Fact Find** that his recommendations were:

*"Protection: Income Protection for [Mr A.] of 18,000 p/year  
keyman insurance of 100,000.*

*Pension: Pension for [Mr A.] of €220 P/m".*

The Provider says that Mr A. signed this **Business Fact Find** document on behalf of the Complainant Company, confirming the information therein and agreeing to the recommendations set out.

In terms of income protection cover, the Provider says that the Adviser discussed the features of the **Executive Income Protection Plan** with Mr A. and provided him with documents containing information on the policy, before recommending it as an appropriate policy. Mr A. then completed and signed an **Executive Income Protection Policy Application Form**.

The Provider notes that Mr A. declared his employment status on the **Application Form** as *"Share Holding Director"* and his gross annual income in 2007 as **€27,000.00 (twenty-seven thousand Euro)** and in 2008 and 2009 as **€25,000.00 (twenty-five thousand Euro)**.

Mr A. confirmed that he would not receive an income from his employment, if he was unable to work due to an illness or injury. He also confirmed that he had income protection in place with a different insurer in the amount of **€30,000.00 (thirty thousand Euro)** which would be cancelled on the issuing of the **Executive Income Protection Plan**.

The Provider notes that a 'Confirmed Income Option' was one of the options available under the **Executive Income Protection Plan** at the time. Where an applicant selected this option, they would then have to furnish the Provider with a copy of the three previous years' P60s / Notice of Assessments, along with a copy of the related Complainant Company accounts. The Provider says that Mr A. did not select for the confirmed income option to apply, as can be seen from the **Application Form**.

The Provider says that if Mr A. had chosen and been accepted for this confirmed income option, the benefit payable in the event of a valid claim would not be affected by any reduction in his income after the policy commenced. Because Mr A. had not selected this confirmed income option, the benefit payable in the event of a valid claim would be based on his personal earned income before tax, for the 12-month period immediately prior to the disability giving rise to the claim.

The Provider notes that whether or not the confirmed income option is selected, the calculation of the maximum income protection benefit payable may be affected by other incomes as specified in the **Executive Income Protection Policy Conditions**. For example, the amount of any state illness benefit that may be payable will be deducted from the maximum level of income protection benefit payable.

The Provider says that the income protection benefit applied for on the **Application Form** was **€18,000.00** per annum with a deferred period of 8 weeks. The Provider notes that **€18,000.00** is approximately 75% of the disclosed 2009 income for Mr A., of **€25,000.00**.

The Provider notes that Mr A. signed the **Application Form** on behalf of the Complainant Company on **16 April 2010** and by doing so acknowledged the following statements as set out in Section 9, 'Declaration/Data Protection Consent':

**"A. I declare:**

- 1. that in this application I have disclosed all material facts; and*
- 2. I understand that in any questionnaire signed by me and in the Tele-interview I must disclose all material facts; and*
- 3. that to the best of my knowledge, all statements made on this application form whether in my hand-writing or dictated by me are true and complete ...*

/Cont'd...

**C. I agree to the following:**

1. *all of the statements made on this application form and other statements made by me in writing and/or in the Tele-interview in connection with this application shall form the basis of the contract between you and me ...*

**E. I confirm that I:**

*have had the meaning of disability, the benefit available under the policy and the reductions that will be applied to the benefit where there are payments from other sources fully explained to me and that I understand and accept these provisions”.*

The Provider notes that Mr A. also signed a **Needs Analysis and Recommendations** document in relation to the **Executive Income Protection Plan**, which confirmed his annual income as **€25,000.00**. The Provider points to Section C, **‘Existing Arrangements for protecting income in serious illness/injury’**, which confirmed that in the event of a long-term illness or injury, Mr A. would receive no employment benefit or other continuing income and that he would be cancelling his existing income protection cover held with a different insurer due to him being over insured.

The Provider says that Section D, ‘Recommendation’, confirmed that in the event of a serious illness or injury, Mr A. would receive “€0 p.a.” state illness benefit. The Provider says this zero entitlement, was because Mr A. had declared himself to be a director and shareholder of the Complainant Company.

The Provider says that a detailed advice and application process took place in **April 2010** and that the questions put to Mr A. in both the **Application Form** and the **Needs Analysis and Recommendations** document that he signed, were clear.

The Provider says that the **Executive Income Protection Plan** commenced shortly afterwards on **1 May 2010**. It says it posted the **Policy Schedule** and the **Executive Income Protection Important Information** document to the Complainant Company on **30 April 2010**. The Provider notes that the **Important Information** document included details of the 30-day cooling-off period that was afforded to the policyholder at the time the policy commenced, if the policyholder no longer felt that the policy was suitable to its needs.

The Provider notes that in the **Complaint Form** sent to this Office, Mr A. states that when having a financial review in **December 2019**, it was pointed out to him by his current financial advisor that he would never be eligible to receive an annual income protection benefit of **€18,000.00** because his salary was **€20,000.00 (twenty thousand Euro)** per annum and the most he could possibly receive was 75% of his income less state benefits.

The Provider says that if it was the case, that Mr A.'s income was **€20,000.00** per annum at the time he submitted a valid claim, the Provider says it is correct to say that the income protection benefit payable would be 75% of **€20,000.00** less any of the other incomes set out at Section B - 2.1.2, 'Maximum Income Protection Benefit' of the **Executive Income Protection Policy Conditions**. The Provider says that because Mr A. did not opt for the confirmed income option, when applying for the policy, the Provider must establish at the time of any claim what his relevant income is, that is, the total income received in the 12 month period prior to disability. In that regard, had a claim been received, the Provider says it would have looked for further information to establish if Mr A. was in receipt of any other incomes.

The Provider says that Section A, 'Definitions', at pg. 5 of the **Policy Conditions** provides as follows:

***"Relevant Income ...***

*If the Insured is a company director at the Date of Disability the Relevant Income will be the total of the Insured's personal earned income before tax for the 12 months immediately prior to his Disability. This may include dividends paid in lieu of a regular salary representing his share of the net trading profit, which will cease in the event of Disability.*

*The following items cannot be included when calculating the Insured's income or benefit level:*

- *Income from savings*
- *Income from investments (except for dividends as described above)*
- *Income from rental of property or other goods*
- *Income from a pension".*

The Provider also points to Section B - 2.1.2, '**Maximum Income Protection Benefit**', at pg. 7 of the **Policy Conditions**, which provide that:

*"The Income Protection Benefit amount is stated on your Schedule. This amount will be subject to a maximum value.*

*This maximum value is the lowest of*

- *the amount of Income Protection Benefit as shown on the Schedule (or as subsequently amended by endorsement).*
- *€175,000 per annum (a limit which may be reviewed by the Company from time to time).*



- *An amount equal to 75% of Relevant Income less the total of Other Incomes as specified below.*

*Other Incomes:*

- *Any State Illness Benefit or equivalent entitlement in this or other European Union country if payable.*
- *Any continuing income, salary, commission, bonus or any other remuneration or income received by the Insured by virtue of his current or previous occupation(s).*
- *Any ill health retirement pension payable from the Insured's current employer.*
- *Any benefit from other illness, disability or income protection policies, which involve a regular payment to you or the Insured or by a financial institution on the Insured's behalf".*

The Provider notes that Mr A. contends that the maximum any policyholder can receive in income protection is 75% of salary, less state benefits and it says that he maintains that the Provider's Adviser did not factor in the state illness benefit in his analysis, which would have brought the actual recommendation for income protection benefit down to **€8,000 (eight thousand Euro)** per annum. The Provider says that is not the case.

The Provider says that Mr A. confirmed he was a shareholder director, that he owned 50% of the Complainant Company and that his income at the time was **€25,000.00** per annum. In this regard, it was and is the Provider's understanding that at the time of application, Mr A., as a shareholding director, would not have been entitled to state illness benefit in the event that he was unable to work due to an illness or injury, and that he was aware of this and signed the **Needs Analysis and Recommendations** document where "€0 p.a." was inserted next to "less State Illness Benefit (if entitled)". As a result, the Provider believes that the Adviser's recommendation for **€18,000.00** income protection benefit per annum was reasonable, based on the information provided at the time of application.

The Provider says that the **Executive Income Protection Policy Conditions** made it clear what the relevant income was and also how the maximum income protection benefit was calculated, when the confirmed income option was not selected, and also what would be payable in the event of a claim. The **Policy Conditions** also clearly set out how "Other Incomes" including state illness benefit, if payable, would be factored into a calculation of the income protection benefit payable. The Provider says that it is clear from both the **Application Form** and the **Needs Analysis and Recommendations** document that the Complainant signed, that these items were factored into the advice process and that the **Policy Conditions** reflect and supplement what was considered and brought to Mr A.'s attention during the advice and application process.

The Provider says that each year the policy was in force, **Annual Statements** were issued to the Complainant Company that summarised the policy details and benefits. If at any time the Complainant Company felt the policy was no longer suitable or if it wished to make any changes, including those to take account of any changes in annual gross income or tax status over the years, it was open to Mr A. to contact the Provider and to advise of these changes. In that regard, the Provider notes that Section B - 2.1.3, 'Increasing or Decreasing the Income Protection Benefit', of the **Policy Conditions** specifically provides for increasing or decreasing the income protection benefit.

The Provider says that if Mr. A's annual income reduced from the **€25,000.00** amount initially disclosed by him to the Adviser or he fell into a different PRSI class, it was open to him to contact the Provider at any time to confirm this, as he was invited to do each year when the annual statements issued. Indeed, with each annual statement, the cover letter stated that it was important for the policyholder, that the policy continued to meet their financial needs and that each policy anniversary date was an ideal time to review their overall financial situation. The letter further stated that if help was needed in reviewing financial needs or if they had any queries about the policy or annual statement, they should contact their insurance adviser. The Provider says that each **Annual Statement** itself, made it clear that the policy was flexible and allowed the Complainant Company to change or add to the level of benefits attached to the policy, subject to underwriting.

The Provider says that if a valid claim had been received in respect of the **Executive Income Protection Plan** when it was in force and if it was the case that Mr A's annual income in the 12 months prior to any disability was **€20,000.00**, the Provider would have paid 75% of **€20,000.00** less the total of "Other Incomes" as referred to in Section B - 2.1.2, 'Maximum Income Protection Benefit' at pg. 7 of the **Policy Conditions**. If the Complainant Company provided sufficient evidence at that time to show that there were no other incomes, an income protection benefit of **€15,000.00 (fifteen thousand Euro)** per annum would have been payable to the Complainant Company in accordance with, and for such period of time, as set out in the **Policy Conditions**.

The Provider respectfully suggests that the **Executive Income Protection Plan** was provided to the Complainant Company and Mr A. in good faith and that the recommended cover and the cover ultimately applied for, was reasonable based on the information disclosed to it at the time of sale. While Mr A's salary subsequently became lower than that disclosed at the time of sale in **April 2010**, the Provider reiterates that Mr A. did not select the confirmed income option which he could have done on the **Application Form**, on behalf of the Complainant Company, nor did he advise of the reduction in salary when that took place. The Provider is satisfied that it is clear from the documentation held, that the matters now raised by Mr A. were considered at the time of sale, including the matter of state illness benefits that he may or may not have been entitled to. As a result, the Provider says it does not see any grounds for refunding any amounts of premium paid by the Complainant Company.

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### **The Complaint for Adjudication**

The complaint is that in **April 2010**, the Provider mis-sold the Complainant Company the **Executive Income Protection Plan** in that the Provider's Financial Adviser recommended an amount of income protection benefit that in the event of a valid claim, the Complainant Company could not have received the full amount of. The Complainant Company therefore maintains that it was charged for a level of benefit that it could never have fully availed of.

### **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 **18 May 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. Following the consideration of additional submissions from the parties, the final determination of this office is set out below.

I note that the Complainant Company incepted an **Executive Income Protection Plan** with the Provider on **1 May 2010**. The life insured, Mr A., was a director and shareholder of the Complainant Company.

Mr A. met with the Provider's Financial Adviser on **16 April 2010**. I note that during the course of this meeting, the Adviser recommended that the Complainant Company incept an **Executive Income Protection Plan** with Mr A. as the life assured, with income protection benefit in the amount of **€18,000.00** per annum.

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I note that Section 4, 'Cover details', of the **Executive Income Protection Plan Application Form** was completed, as follows:

*"Income Protection Amount\*: €18,000.00*

*\*75% of gross annual earned income less state illness benefit if applicable and any income that will continue in the event of a disability, subject to an overall max of €175,000 p.a. ...*

*Confirmed Income Option<sup>++</sup>:            Yes             No*

*++If this option is chosen, proof of income will be required before the policy goes on risk".*

Section 7, 'Employment and financial details (in respect of Person to be covered)', of the **Application Form** was completed, as follows:

*"3.    Would you receive an income from your employment if you were unable to work due to an illness or injury?            Yes             No  ...*

*4.    In relation to your employment status, are you:  
Employed             Self Employed             Share Holding Director  ...*

*If you a Share Holding Director, please state the following:*

- *Your annual gross income\* in the last 3 consecutive tax years*  
*\*Annual Personal Earned Income before tax in the last complete tax year*

*2007 €27,000.00    2008 €25,000    2009 €25,000 ..."*

I note that Mr A., as the person to be covered and separately as a director of the policy owner, signed Section 9, 'Declaration/Data Protection Consent' on **16 April 2010**, confirming the following:

**"A.    I declare:**

- 1.    that in this application I have disclosed all material facts; and*
- 2.    I understand that in any questionnaire signed by me and in the Tele-interview I must disclose all material facts; and*
- 3.    that to the best of my knowledge, all statements made on this application form whether in my hand-writing or dictated by me are true and complete*

/Cont'd...

...

**C. I agree to the following:**

1. *all of the statements made on this application form and other statements made by me in writing and/or in the Tele-interview in connection with this application shall form the basis of the contract between you and me ...*

**E. I confirm that I:**

*have had the meaning of disability, the benefit available under the policy and the reductions that will be applied to the benefit where there are payments from other sources fully explained to me and that I understand and accept these provisions”.*

[My underlining for emphasis]

In addition, I note that the **Income Protection Needs Analysis and Recommendations** document was completed, as follows:

**“... B) Income that is related to work – relevant income**

*The annual income earned by the customer directly related to their occupation is (including regular commissions, bonuses, overtime) is €25,000 ...*

**C) Existing Arrangements for protecting income on serious illness/injury**

*In the event of illness or injury the income specified in B would continue to be paid for \_\_\_\_\_ weeks*

*In the event of long-term illness/injury the customer would receive the following benefit/income:*

- *Employment benefit* € 0 p.a. ...
- *Other continuing income\** € 0 p.a.  
*\*any non-work related income should not be included here, e.g. rental income, investment income ...*

**D) Recommendation**

*To meet this need for financial protection in the event of serious illness and/or injury, I am recommending ...*

/Cont'd...

- *Income Protection Benefit (p.a.)* € 18,000 p.a.

where the *Income Protection Benefit* is calculated as follows:

<i>75% of Relevant Income (income from section B above)</i>	<u>€ 18,000</u> p.a.
<i>Less long-term existing arrangements outlined in Section C</i>	<u>€ 0</u> p.a.
<i>Less State Illness Benefit (if entitled)</i>	<u>€ 0</u> p.a.
<i>(as at 01/01/09 €10,624 p.a.)</i>	

*Maximum level of income Protection Benefit* € 18,000 p.a.”

I note that Mr A., on behalf of the Complainant Company, signed this document on **29 April 2010**, prior to the commencement of the **Executive Income Protection Plan**.

I am satisfied from the documentation before me that Mr A. confirmed with the Adviser that his annual gross income in 2009 was **€25,000.00** and that in the event of a serious illness and/or injury, he had no entitlement to state illness benefit.

I am also satisfied that the **Income Protection Needs Analysis and Recommendations** document set out how the recommended maximum level of income protection benefit was calculated, and that this was clearly based on Mr A. having no entitlement to state illness benefit, or other source of payment, in the event of being unable to work.

As a result, I am of the opinion that the Adviser’s recommendation for income protection benefit in the amount of **€18,000.00** per annum was reasonable and based on the information provided in both the **Executive Income Protection Plan Application Form** that Mr A. signed on behalf of the Complainant Company on **16 April 2010** and in the **Income Protection Needs Analysis and Recommendations** he signed on **29 April 2010**.

I note that a year later, the Provider wrote to the Complainant Company on **4 May 2011**, as follows:

*“Please find enclosed your annual benefit statement.*

*We hope you will find it helpful in understanding the current level of benefits provided by your policy. It is important for you that your policy continues to meet your financial needs. As your policy anniversary date was 01 May 2011, now is the ideal time to review your overall financial situation ...”*

The enclosed **Income Protection Annual Statement** dated **2 May 2011** advised, among other things, that:

*“The flexibility of your Income Protection policy allows you to change or add to the level of benefits attached to your policy (subject to underwriting)”.*

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I note that the Provider issued the Complainant Company with similar letters and annual statements each May up to and including **May 2019**.

If Mr. A's annual gross income, tax status or entitlement to state illness benefit changed over the years after the commencement of the **Executive Income Protection Plan** on **1 May 2010**, I am of the view that it would have been prudent of the Complainant Company or Mr A. to have contacted the Provider to notify it of these changes, and to seek to have the level of income protection benefit adjusted accordingly, in accordance with the **Executive Income Protection Policy Conditions**.

In a submission to this Office since the Preliminary Decision of this Office was issued to the parties, the Complainant's representative said:

*"No detailed financial review ever took place with the agent of [Provider]. No completed documentation of a financial review was ever provided by [Provider] despite several request to do so, only the signature pages were provided.*

*The agent was fully aware that [Mr. A] had additional income as a farmer and was not factored into any calculations"*

Although the Complainant's representative has suggested that no detailed financial review ever took place, it is clear from the contemporaneous documentation made available for the purpose of this investigation, that details of Mr. A's financial position were captured in the **Application Form** signed by the Complainant Company and in the **Income Protection Needs Analysis and Recommendations** document prepared by the Provider.

If Mr. A had additional income from farming, it is unclear why he did not declare this at the time, when he was completing the application as the person to be covered, and separately as a director of the Complainant Company, as policy owner, before he signed Section 9, 'Declaration/Data Protection Consent' on **16 April 2010**, confirming the details.

Having regard to all of the above, I am satisfied that the evidence does not support the complaint that the Provider mis-sold the Complainant Company the **Executive Income Protection Plan** in **April 2010**, on the basis that the Provider's Financial Adviser recommended an amount of income protection benefit that in the event of a valid claim, the Complainant Company could not have received the full amount of, and therefore was charged for a level of benefit that it could never have availed of in its entirety.

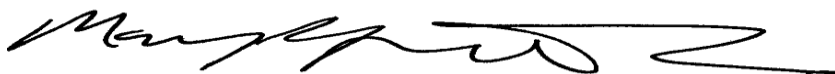
On the evidence available, I take the view that there is no reasonable basis upon which this complaint can be upheld.

### **Conclusion**

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

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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)

24 June 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.