

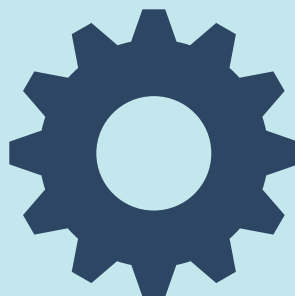


An tOmbudsman Seirbhísí  
Airgeadais agus Pinsean

Financial Services and  
Pensions Ombudsman

Published March 2023

# Financial Services and Pensions Ombudsman Overview of Complaints 2022







# Contents

<b>1. The Financial Services and Pensions Ombudsman (FSPO)</b>	<b>2</b>
<b>2. Message from the Ombudsman</b>	<b>4</b>
<b>3. FSPO's referral of complaints to the regulatory authorities during 2022</b>	<b>10</b>
<b>4. Complaints received by location</b>	<b>13</b>
<b>5. Sectoral Analysis</b>	<b>15</b>
Banking complaints	17
Insurance complaints	18
Investment complaints	19
Pension complaints	20
COVID-19 related complaints	22
Market exit complaints 2022	25
Tracker mortgage complaints 2022	26
<b>6. How we managed complaints in 2022</b>	<b>29</b>
Customer Operations and Information Management	32
Dispute Resolution Services	39
Investigation Services	47
Legal Services	61
<b>7. Report on named financial service providers</b>	<b>81</b>



# 1 | The Financial Services and Pensions Ombudsman (FSPO)

The FSPO was established in January 2018 by the Financial Services and Pensions Ombudsman Act 2017. The role of the FSPO is to resolve complaints from consumers, including small businesses and other organisations, against financial service providers and pension providers.

We provide an independent, fair, impartial, confidential and free service to resolve complaints through either informal mediation, leading to a potential settlement agreed between the parties, or formal investigation and adjudication, leading to a legally binding decision.

When any consumer, whether an individual, a small business or an organisation, is unable to resolve a complaint or dispute with a financial service provider or a pension provider, they can refer their complaint to the FSPO.

We deal with complaints informally at first, by listening to both parties and engaging with them to facilitate a resolution that is acceptable to both parties. Much of this informal engagement takes place by telephone.

Where these early interventions do not resolve the dispute, the FSPO formally investigates the complaint and issues a decision that is legally binding on both parties, subject only to a statutory appeal to the High Court.

The Ombudsman has wide-ranging powers to deal with complaints against financial service providers. The Ombudsman can direct a provider to rectify the conduct that is the subject of the complaint. There is no limit to the value of the rectification that can be directed. The Ombudsman can also direct a provider to pay compensation to a complainant of up to €500,000. In addition, the Ombudsman can publish anonymised decisions and can also publish the names of any financial service provider that has had at least three complaints against it upheld, substantially upheld, or partially upheld in a year.

In terms of dealing with complaints against pension providers the Ombudsman's powers are more limited. While the Ombudsman can direct rectification, the legislation governing the FSPO sets out that such rectification shall not exceed any actual loss of benefit under the pension scheme concerned.

Furthermore, the Ombudsman cannot direct a pension provider to pay compensation. The Ombudsman can only publish case studies in relation to pension decisions (not the full decision), and cannot publish the names of any pension provider irrespective of the number of complaints it may have had upheld, substantially upheld, or partially upheld against it in a year.

Formal investigation of a complaint by the FSPO is a detailed, fair and impartial process carried out in accordance with fair procedures. For this reason documentary and audio evidence and other material, together with submissions from the parties, is gathered by the FSPO from those involved in the dispute, and exchanged between the parties.

Unless a decision is appealed to the High Court, the financial service provider or pension provider must implement any direction made by the Ombudsman in a legally binding decision. Decisions appealed to the High Court are not published while they are the subject of an appeal.

## 2 | Message from the Ombudsman



I am very pleased to publish this Overview of Complaints for 2022, the first Overview I am publishing since commencing as Financial Services and Pensions Ombudsman in December 2022. I would like to formally extend my thanks to the entire FSPO team for the service they provided to our customers in 2022. The results of their hard work and commitment to our customers are evident throughout this Overview.

The FSPO's Mission is to provide an impartial, accessible, and responsive complaint resolution service that delivers fair, transparent and timely outcomes for all our customers, and enhances the financial services and pension environment. This Overview serves as a resource for all those who can have an impact on the financial services and pension environment, and I would encourage providers to reflect on the nature of the complaints brought to this Office.

During 2022, this Office continued to receive high numbers of complaints, with 4,781 complaints received. This compares to 4,658 in 2021. One notable ongoing trend in relation to the complaints received is the proportion of complaints identified as relating to customer service. It is notable that customer service remains the conduct most complained of in 2022, accounting for 28% of complaints, a disappointing increase from what was already a significant volume in 2021, at 23% of complaints. Complaints relating to customer service issues can include a provider's failure to provide information, complaint handling issues and accessibility and communication issues. It is clear that many of the consumers making complaints to this Office could have had their complaints addressed by their provider, at an earlier point in time.

I encourage all providers of financial services and pension products, to adopt an approach of seeking, where possible, to resolve complaints quickly with their customers. In many cases, complaints are resolved promptly when the provider receives an initial contact from the FSPO, requesting a final response letter or simply advising of the receipt of the complaint. There are several such case studies in this publication which describe how the complaint was resolved once the complaint was made to the FSPO. Providers seeking to resolve complaints at the earliest stage would not only contribute in a positive way to the vision of this Office for a progressive financial services and pension environment built on trust, fairness and transparency, where complaints are the exception; it would also make a significant difference to the customers of those providers, by removing the requirement for complainants to use the services of the FSPO.

## Outcomes delivered in 2022

Where complaints were not resolved, and when complainants and providers required the services of the FSPO to achieve a resolution, the outcomes this Office delivered in 2022 were significant. During 2022, 4,647 complaints were closed and the outcomes of these complaints included the following:

- 1,137 complainants achieved a mediation settlement through our Dispute Resolution Service, with the value of those settlements totalling more than €3.4m.
- A further €965,527 was paid to complainants by providers to settle complaints during the FSPO's formal investigation process.
- The combined value of compensation directed in legally binding decisions was €616,686.
- An additional €174,495 in redress from providers was noted by the FSPO as available for acceptance by complainants, leading to legally binding decisions where those complaints were not upheld because the offer in question was reasonable and adequate to redress the conduct giving rise to the complaint, and no formal direction by the Ombudsman was required.

These outcomes do not include the very significant but unquantifiable benefits of redress by rectification, secured by complainants, through a legally binding direction of the FSPO. Examples of such rectification outcomes are detailed on [page 49](#).

## Complaints arising from market exits

As I have stated, the FSPO's vision is for a progressive financial services and pension environment built on trust, fairness and transparency, where complaints are the exception. The departure of two major financial service providers from the Irish market posed the potential for a high volume of complaints to be made to this Office, given the number of impacted customers. During 2022, this Office received less than 100 complaints identified as relating to market exit, though not all of these complaints were in relation to the conduct of those providers leaving the market. It is very positive that, to date, for the vast majority of impacted consumers, the departure of two major banks has not given rise to issues leading to a complaint being made to this Office.

The FSPO contributed to this outcome by collaboratively engaging and sharing information with stakeholders within the Irish banking landscape, including with the providers leaving the market. I am pleased that our information sharing has contributed to the outcomes seen to date, by ensuring that our stakeholders



were aware, on an ongoing basis, of the experience of the impacted customers, as communicated to this Office.

On 1 June 2022, we started tracking complaints relating to market exit, and sharing data and insight with our stakeholders. Based on this Office's experience of managing COVID-19 related complaints, we wanted to identify market exit complaints from the time they were received. We engaged with those providers leaving the market, regarding their processes and plans for resources to address both current and future complaints. In addition, by having the ability to observe these complaints closely, we identified trends and patterns. This enabled insight-sharing with the relevant internal and external stakeholders, and earliest-possible interventions to best manage issues, as appropriate, and to thereby prevent new complaints arising.

Complaints in relation to market exit were assessed and progressed, as appropriate, in the same way as other ongoing complaints. At the end of 2022, 61 of the 99 complaints received had been resolved, 27 within our Registration and Assessment process and 34 through mediation in our Dispute Resolution Services. These complaints received related mainly to customer service and maladministration issues.

## Increased use of online services

The increasing use of online services, in all areas of our lives, may well have been accelerated by the pandemic but it appears set to continue. This is reflected in the proportion of complaints received by this Office in 2022 through our website – 80% of complaints received in 2022 used our online complaint form. This is an increase from 58% in 2020 and 74% in 2021. While the ability to make complaints to this Office online may be the preference for most, we have also ensured that we continue to make alternative methods available, where complainants need or choose non-digital communication methods. As a public body, we are committed to ensuring the accessibility of our services, while harnessing the efficiency made possible by digitalisation.

## Complaints where consumers described fraudulent activity

In circumstances where many people have become more familiar with transacting online, it is vital that this familiarity does not lead to us dropping our guard and giving unknown individuals or firms access to our online banking, or transferring money to unknown individuals or firms.

This Overview contains a number of case studies where the consumer identified what they described as fraudulent activity on their bank account. It should be noted that the FSPO cannot investigate instances of fraud, as this is a matter for



An Garda Síochána. However, the FSPO can investigate a complaint which relates to service failings of the provider in dealing with a customer who suspects fraud on their account, and any complaint about unauthorised transactions.

In one complaint, [Thomasina](#) transferred €16,300 from her Irish current account to a cryptocurrency account on the advice of a cryptocurrency adviser. Thomasina informed the bank that she had been defrauded of the money by the adviser and felt that the bank should have warned her not to transfer the money to the adviser. However, the bank clarified that it had facilitated the transfer at her request, to the cryptocurrency company. Thomasina closed her complaint.

[Joe](#) complained to the FSPO that his bank should have advised him better when he told it he would be making transfers to a cryptocurrency company, and that someone had taken control of his computer to do so. Joe later described the company as fraudulent. Although the FSPO cannot investigate fraud or any other criminal activity, we can investigate a complaint of suggested service failings by the bank. The bank agreed a mediated settlement with Joe and offered him €1,000 in light of its accepted service failings.

[Samantha](#) made a complaint against her bank as she felt it failed to carry out due diligence on certain transactions she had authorised, to a company she later described as fraudulent. She made a complaint to the FSPO and as it was not resolved in mediation, it progressed to formal investigation. The bank agreed to a settlement figure of €5,000 after a Summary of Complaint was issued by the investigating officer, acknowledging that it had failed to investigate several of the transactions.

## Referrals of complaints to the authorities

During 2022, this Office referred 10 legally binding decisions to the Central Bank of Ireland (CBI). This is an important part of our role, and these referrals, in addition to the ongoing sharing of information with the CBI on areas of mutual interest, help to ensure that issues and conducts evident in complaints made to this Office can be considered from a regulatory perspective. Consumers place their trust in financial providers when using their services. It is a serious matter where that trust is breached.

One decision referred ([2022-0080](#)) concerned a provider that gave incorrect information regarding a mortgage product. The situation then became more serious when a staff member altered the contents of a mortgage application form, without the consumers' authority. The decision directed the provider to pay €10,000 in compensation.

A second issue involving a breach of trust was [referred to the CBI in 2022](#), where the Ombudsman noted breaches of the provider's duty of confidentiality owed to the consumer and its failure to ensure that its employees appreciated the



seriousness of inappropriate information sharing. In this decision, the provider was directed to rectify the conduct complained of, by ensuring that upon receipt by the provider of the proceeds of sale from an auction of a site, and the application of those proceeds to the complainant's debt, it then write-off 100% of the balance outstanding on the complainant's loan.

## COVID-19

The beginning of the COVID-19 pandemic in 2020 led to a rise of complaints to the FSPO as consumers struggled with the financial impact of the pandemic. The complaints received since that time have highlighted that the circumstances surrounding COVID-19, particularly in relation to business interruption claims, were exceptionally difficult for many of those businesses that brought their complaints to us. 600 complaints identified as related to COVID-19, were received in 2020 but this fell to 69 new complaints in 2022. 37 of these complaints concerned insurance and 32 concerned banking.

During the pandemic we prioritised complaints concerning business interruption insurance, in recognition of the importance to policyholders of achieving a swift understanding as to whether they were entitled to benefits or payments.

The FSPO has been challenged on its decision making by certain financial service providers, which were dissatisfied with the outcome of legally binding decisions issued by the FSPO. One High Court challenge from a financial service provider sought to strike down the terms of a legally binding decision of the FSPO made on a complaint received about the non-payment of business interruption insurance benefits. The High Court delivered judgment in October 2022, upholding the terms of the FSPO's legally binding decision. This outcome, and the comments of the Court, have enabled the FSPO to progress other complaints made in similar circumstances, which had been on hold, pending the outcome of that High Court litigation. During 2022, copies of 19 business interruption decisions were shared by the FSPO, with the CBI.

During 2022, concluding COVID-19 related complaints remained a priority and at the end of 2022, this Office had 132 COVID-19 related complaints on hand.

## Tracker mortgage complaints

During 2022, 139 new tracker mortgage interest rate complaints were received by this Office, which has now been dealing with complaints of this nature, for 15 years.

Tracker mortgage related complaints continue to comprise a significant proportion of our work and many complainants remain of the belief that they are entitled to a tracker mortgage interest rate, either from the time when they took out the mortgage loan, or from a date during the life of the mortgage loan, even though they have no contractual or other entitlement to such a rate. The

legally binding decisions on these complaints in 2022 show that of those decisions issued in 2022, 3 complaints were upheld, substantially upheld or partially upheld, with 131 complaints not upheld. A copy of all 134 decisions issued in 2022 were shared with the Central Bank of Ireland.

This Overview contains links to some of the decisions issued on tracker mortgage interest rate complaints which may be of benefit to consumers who may be considering making a complaint, to their representatives and to providers.

## Acknowledgements

I want to thank all my colleagues in the FSPO for their continued commitment to ensuring we provide the best possible service to our customers and for their individual contribution to improving our service on an ongoing basis. I would particularly like to thank MaryRose McGovern, who led the Office for the majority of 2022 in her capacity as Ombudsman (Acting). Her dedication to the organisation, our customers and staff is admirable and greatly appreciated.

I would like to thank the Chairperson, Maeve Dineen, and members of the Financial Services and Pensions Ombudsman Council for their support, guidance and assistance since my appointment. I also want to express my appreciation to the Minister for Finance and his officials for their ongoing support and cooperation.

I look forward to working with the FSPO team, the Financial Services and Pensions Ombudsman Council, the Department of Finance and all our stakeholders as we continue on our mission to provide an impartial, accessible, and responsive complaint resolution service that delivers fair, transparent and timely outcomes for all our customers, and enhances the financial services and pension environment.



---

Liam Sloan

Financial Services and Pensions Ombudsman  
March 2023



## 3 | FSPO's referral of complaints to the regulatory authorities during 2022

Section 18 of the Financial Services and Pensions Ombudsman Act 2017 (the Act), as amended, requires the Ombudsman to cooperate with the Central Bank of Ireland, the Competition and Consumer Protection Commission, and the Pensions Authority (the “regulatory authorities”) in a way that contributes to promoting the best interests of consumers and actual or potential beneficiaries of financial or pension services, and to the efficient and effective handling of complaints. The Act facilitates the sharing of information by the Ombudsman with the regulatory authorities, for the purpose of the performance of the functions of the Ombudsman, under the Act.

During 2022, the FSPO shared a copy of every legally binding decision issued, concerning a complaint about a tracker mortgage rate of interest, with the Central Bank of Ireland (CBI). Copies of 134 tracker mortgage decisions were sent by the FSPO to the CBI.

The same approach was adopted for 19 legally binding decisions issued in complaints concerning declined insurance claims for business interruption losses.

In addition to those decisions, the FSPO also refers other legally binding decisions to the regulatory authorities, with a view to promoting the best interests of the consumer protection framework. Referrals take place for a variety of reasons including in circumstances where a complaint raises the possibility of a potentially systemic issue, which may warrant consideration by the regulatory authorities. The table below sets out the complaints which, during 2022, were referred by the FSPO to the Central Bank of Ireland for those reasons.

**Fig. 3.1 - Complaint issues referred to the Central Bank of Ireland during 2022**

Decision Reference	Issues raised by the complaint
<a href="#"><u>2021-0554</u></a>	The Ombudsman was concerned about the provider's inadequate record keeping, as it did not have access to the consumer's records dating from the period before the provider acquired the credit card account from the previous owner.
Unavailable*	The Ombudsman expressed concern that the provider's action in reducing the interest rate on a deposit account, did not comply with the contractual notice requirement, and it raised a potentially systemic issue.
<a href="#"><u>2022-0027</u></a>	The Ombudsman was concerned about the provider's failure to adequately explain a change of calculation methodology, which resulted in an immediate decrease of more than €50,000 in a customer's arrears balance, which was difficult to reconcile.
<a href="#"><u>2022-0068</u></a>	The intermediary's practices and failings when selling insurance products, were noted to be potentially systemic in nature, impacting other consumers.
<a href="#"><u>2022-0080</u></a>	The Ombudsman noted that after the provider gave the consumers incorrect information regarding a mortgage product, the situation became more serious when the staff member altered the contents of the application form, without the consumers' authority.

\*Following the referral of the decision to the Central Bank of Ireland, the provider commenced a statutory appeal to the High Court seeking to strike down the decision in question. Those High Court proceedings have not yet been determined.

Decision Reference	Issues raised by the complaint
<a href="#"><u>2022-0079</u></a>	The provider's incorrect practice of refusing the consumer's increased top-up payments to his Personal Pension Plan, were noted to be potentially systemic in nature, impacting other consumers.
<a href="#"><u>2022-0176</u></a>	The evidence disclosed the provider's very poor operational practices, in particular the absence of clear demarcation lines in its own operations and those of another legal entity operating as an intermediary.
<a href="#"><u>2022-0214</u></a>	The Ombudsman noted breaches of the duty of confidentiality owed to the consumer and the provider's failure to ensure that its employees appreciated the seriousness of their inappropriate information sharing.
<a href="#"><u>2022-0308</u></a>	The evidence disclosed difficulties for the provider in understanding its obligations when reporting to the CCR regarding a debt which had been written off.
<a href="#"><u>2022-0335</u></a>	Evidence that at the time of sale, the provider gave the consumer incorrect information about the level of premium payable over the policy term, raising a concern that this issue may be systemic in nature.

# 4 | Complaints received by location

Fig 4.1 – Complaints received by county 2022

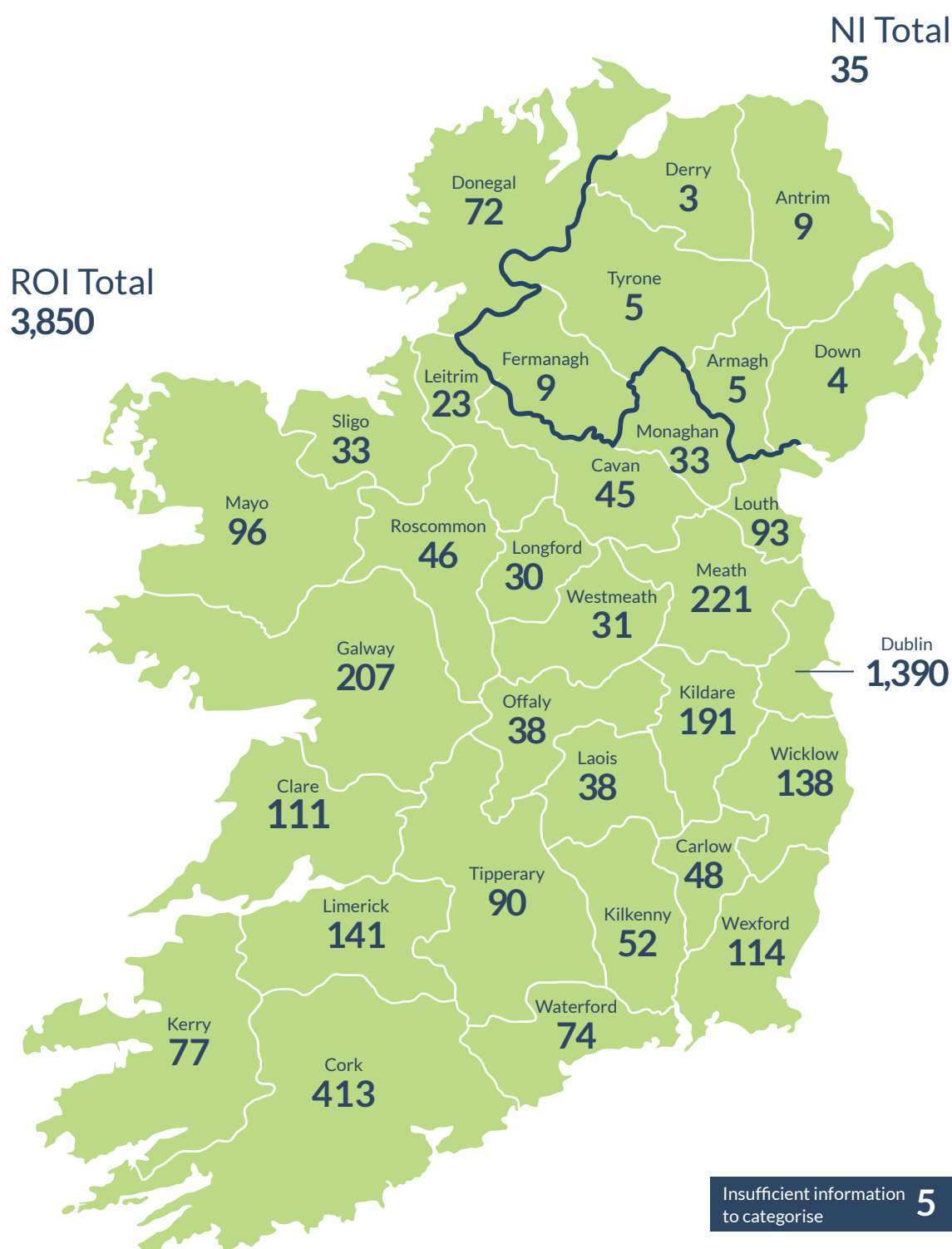
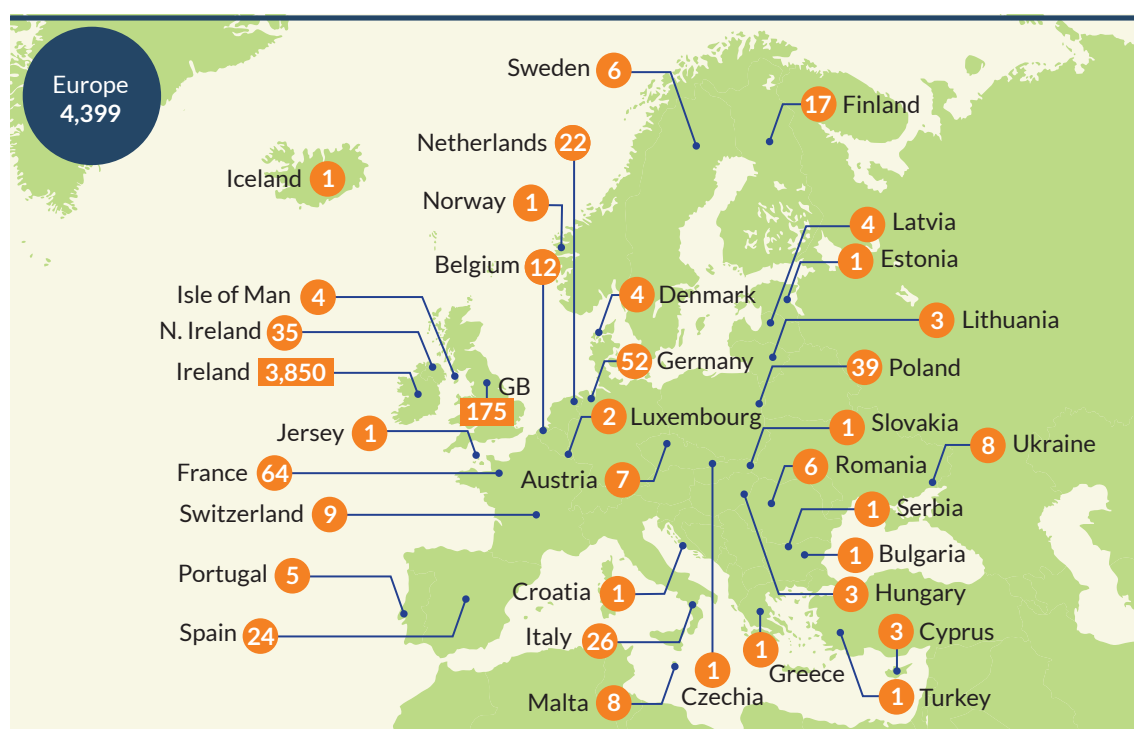


Fig. 4.2 – Complaints received by global area 2022



Fig. 4.3 – Complaints received by European country 2022





# 5 | Sectoral Analysis

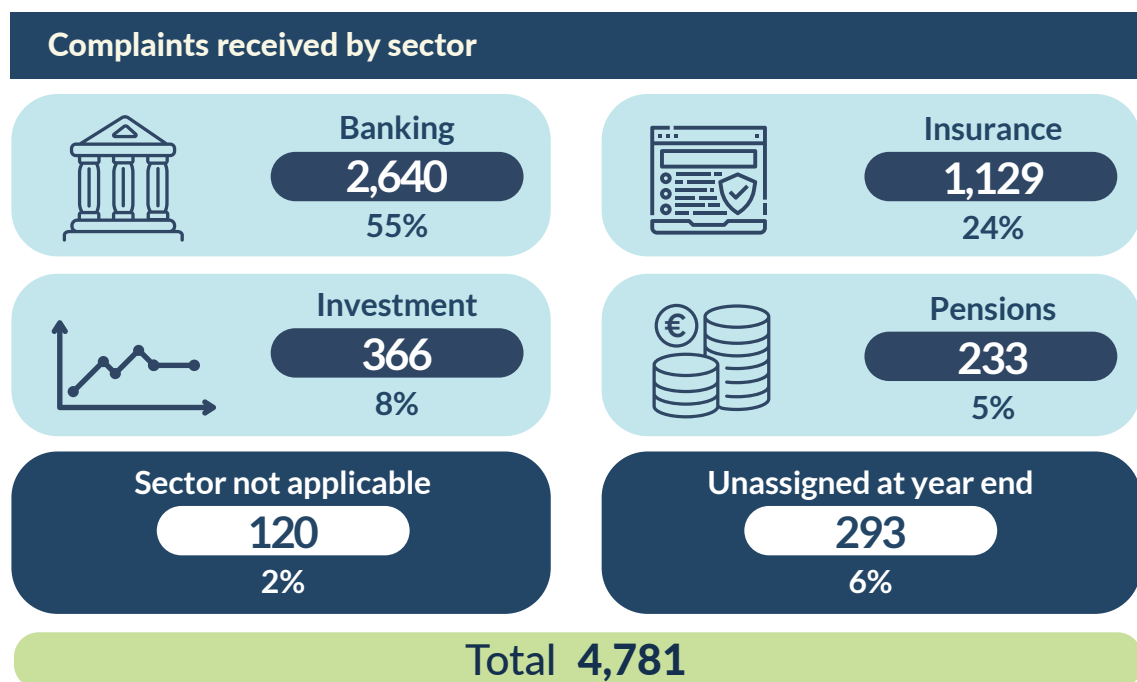
This section sets out details of the complaints received in 2022 in the banking, insurance and investment categories, as well as complaints related to pension schemes.

A total of 4,781 complaints were received by the FSPO in 2022, in comparison to 4,658 in 2021.

Of the 4,781 complaints received in 2022, 55% related to banking products, 24% related to insurance and 8% related to investment products. 5% concerned complaints about pension schemes.

The number of complaints received relating to the insurance sector decreased from 1,257 complaints in 2021 to 1,129 complaints in 2022, a decrease of 10%. Banking complaints also decreased marginally from 2,660 complaints in 2021 to 2,640 complaints in 2022. The number of complaints received in relation to investment and pension schemes rose:

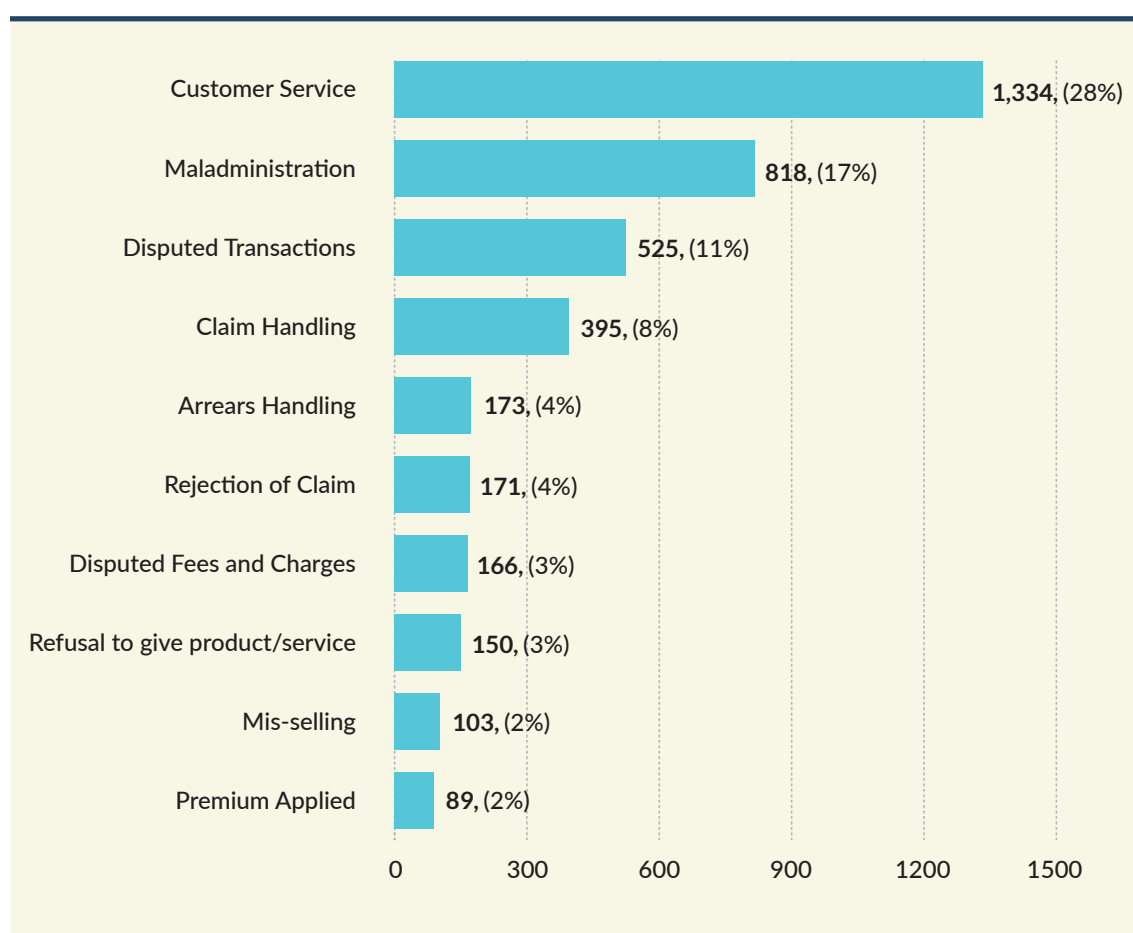
- 366 investment complaints were received in 2022, in comparison to 352 in 2021, an increase of 5%.
- Pension scheme complaints rose from 186 in 2021, to 233 in 2023, an increase of 25%.



The chart below shows the top 10 conducts most complained of across all complaints received in 2022. As in 2021, customer service was the primary conduct complained of across all complaints received, with 28% of complaints having an element of customer service, which includes issues such as communications, complaint handling, accessibility issues and the failure to provide information.

Maladministration was the second most complained of area, with complaints in this category most frequently concerning delays or failures in processing requests.

**Fig. 5.1 – Top 10 conduct groups complained of:**



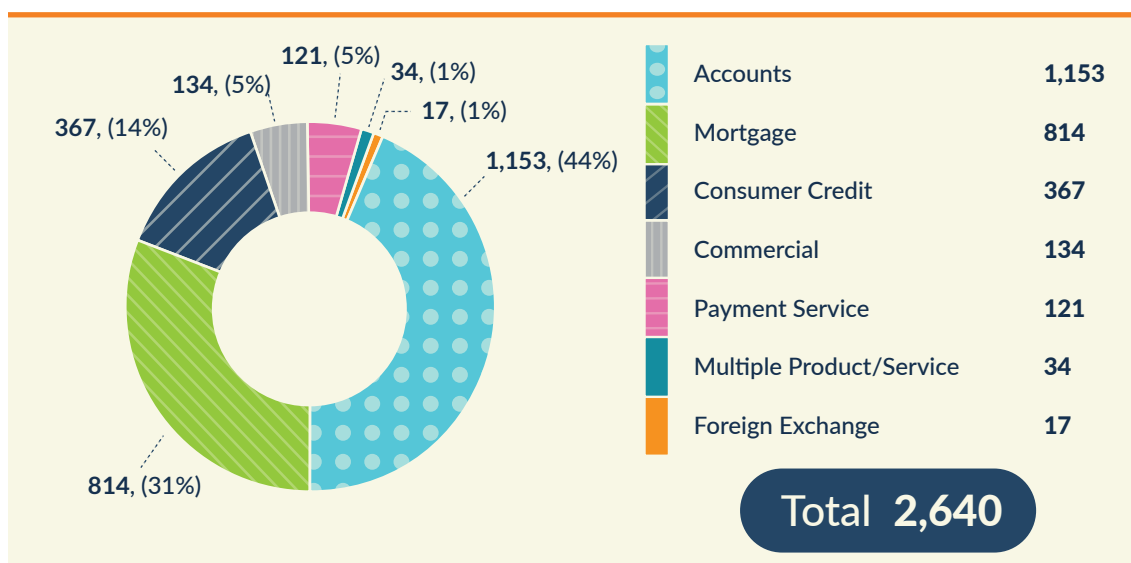
Percentages are rounded above and in the following charts on pages 17 to 20.

The following sections show the types of conducts most complained of in each sector in 2022.

## Banking complaints

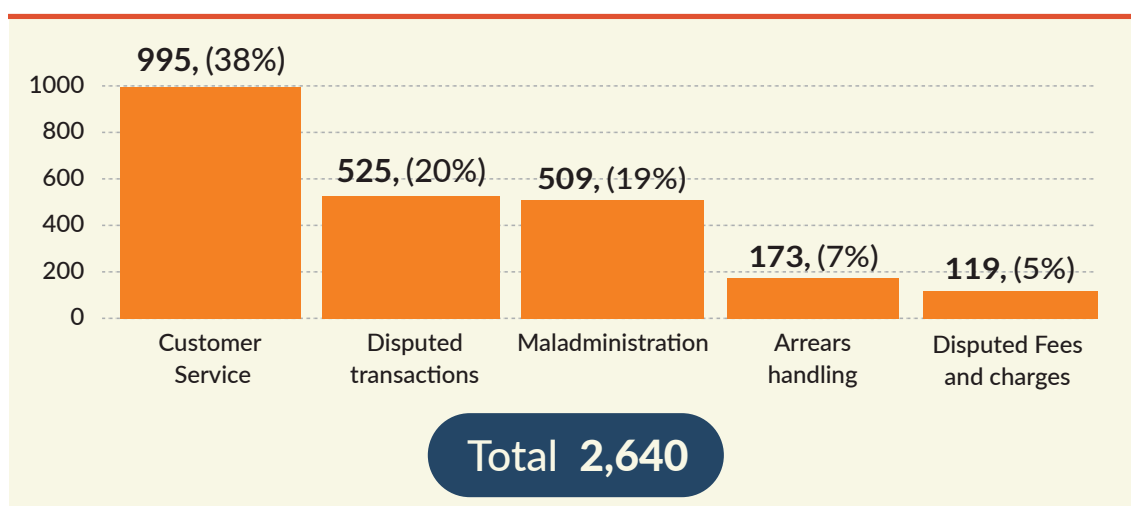
Banking complaints represent 55% of all complaints received in 2022. The FSPO received 2,640 banking related complaints in 2022, compared with 2,660 complaints in 2021; a marginal decrease. The banking products most complained about in 2022, were accounts at 44%, followed by mortgages (31%). Bank accounts and mortgages also accounted for the highest number of complaints to the FSPO in 2022, across all sectors.

**Fig 5.2 – Banking products 2022**



Customer service issues accounted for the highest proportion of banking complaints in 2022, with complaints concerning general customer services, accessibility, complaint handling, communication and failure to provide information. Disputed transactions was the second most common conduct complained of in banking complaints, which includes both transactions which were disputed by the complainant and complaints of fraudulent transactions. Maladministration accounted for a significant proportion of complaints.

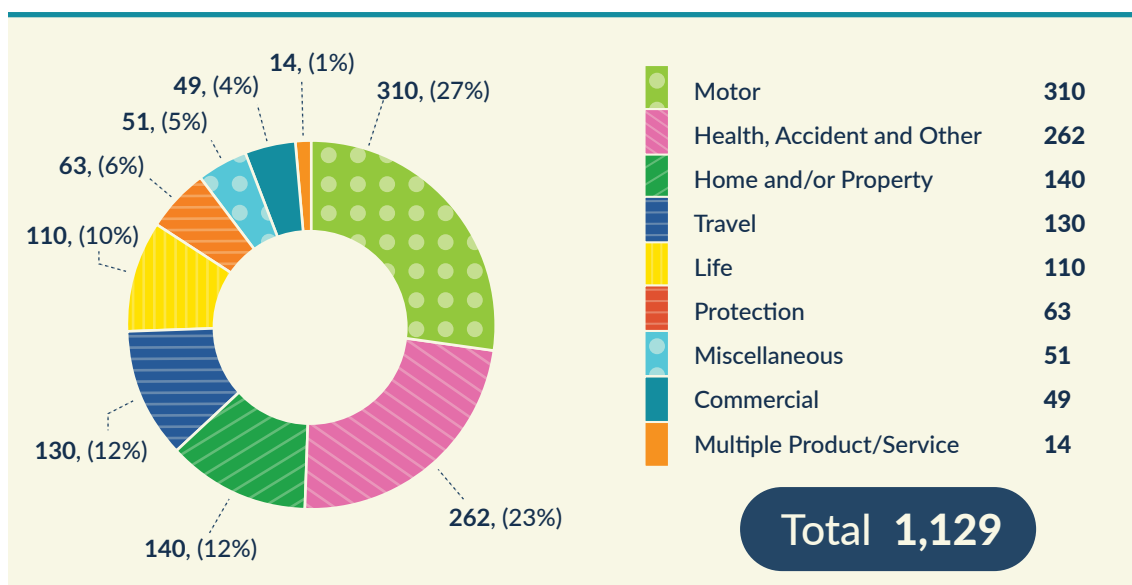
**Fig 5.3 – Top 5 Banking conducts complained of**



## Insurance complaints

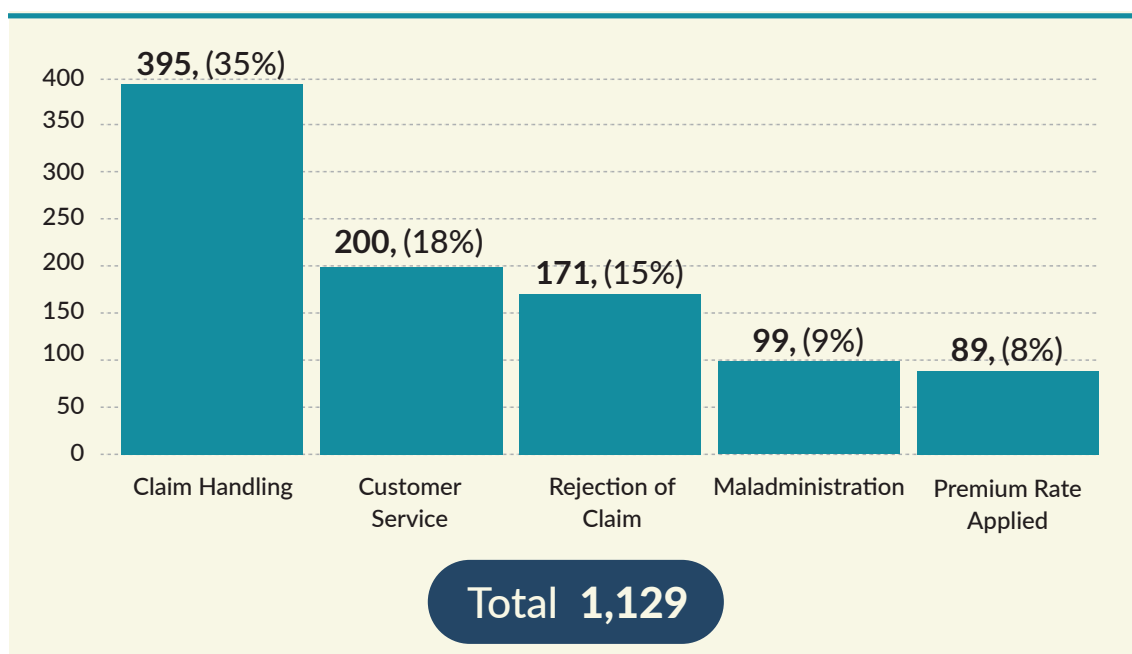
In 2022 the FSPO received 1,129 insurance related complaints, in comparison with 1,257 complaints received in 2021, a decrease of 10%. 27% of insurance complaints concerned motor insurance and a further 23% of insurance complaints concerned health, accident or other insurance - this category includes dental, pet or phone insurance.

Fig. 5.4 – Insurance products 2022



The majority of insurance complaints in 2022 concerned claim handling, accounting for 35% of all insurance complaints. Customer service and rejection of claims also gave rise to significant proportions of complaints against insurers.

Fig. 5.5 – Top 5 Insurance conducts complained of



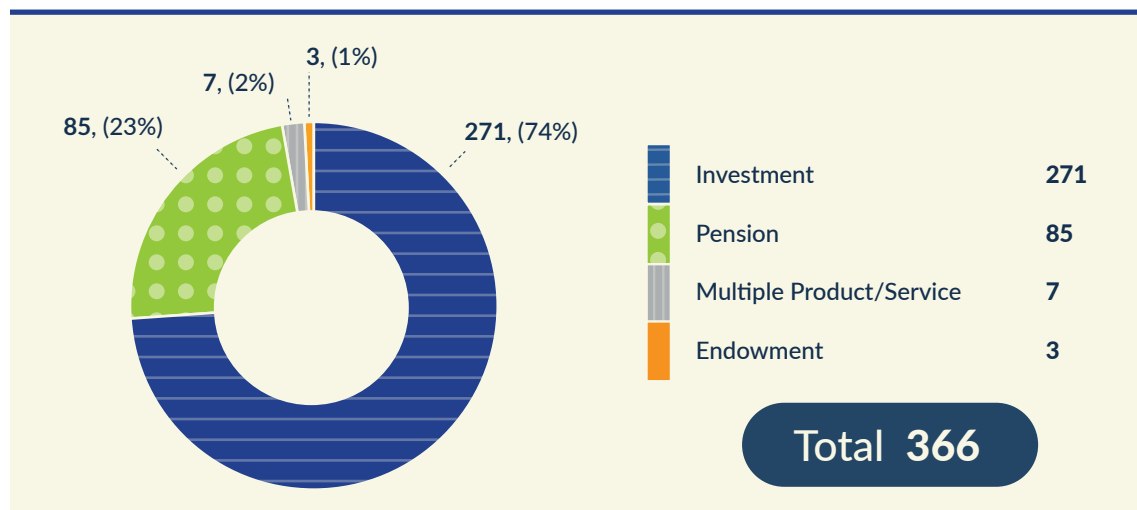
## Investment complaints

The FSPO received 366 investment complaints in 2022 in comparison with 352 complaints in 2021, an increase of 4%. Investment complaints comprised 8% of all complaints received in 2022.

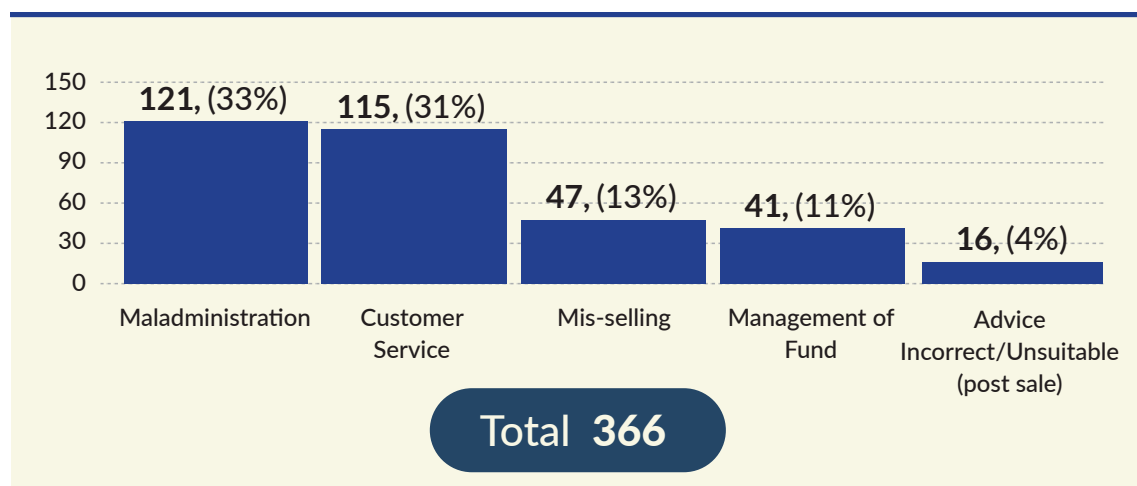
The investment category includes not only investments, but also pension-related investment products, a category for multiple products, and endowments. Some products involve investments which are put in place to make provision for a person's retirement such as AVCs (Additional Voluntary Contributions), but such products are not a "pension scheme" within the meaning of the FSPO's governing legislation. As a result, these products fall within the investment category.

The conducts most complained of within the investment category were maladministration and customer service, each accounting for approximately a third of complaints in this sector.

**Fig. 5.6 – Investment products 2022**



**Fig. 5.7 – Top 5 Investment conducts complained of**



## Pension complaints

The FSPO received 233 pension complaints in 2022 in comparison with 186 complaints in 2021, an increase of 25%. The majority of complaints relating to pensions in 2022, related to occupational pension schemes (74%). Occupational pension schemes are schemes set up by an employer to provide retirement and/or other benefits for employees. This includes both public sector and private sector occupational pension schemes.

PRSAs (Personal Retirement Savings Accounts) are pension savings accounts, normally paid for by personal contributions, although employers can pay contributions to these plans too. They accounted for 14% of complaints in 2022.

Trust RACs (Retirement Annuity Contracts) are schemes established under trust and approved by the Revenue Commissioners. They are for the benefit of individuals engaged in, or connected with, a particular occupation and which provide retirement annuities for them, or benefits for their dependents.

The conducts most complained of in relation to pensions were maladministration (38%) and calculation of pension benefit (25%). Although the Ombudsman can direct a financial services provider to pay compensation to a complainant, the Ombudsman cannot direct a pension provider to pay compensation. Additionally, while the Ombudsman can direct rectification, the legislation governing the FSPO sets out that such rectification shall not exceed any actual loss of benefit under the pension scheme concerned.

**Fig. 5.8 – Pension products 2022**

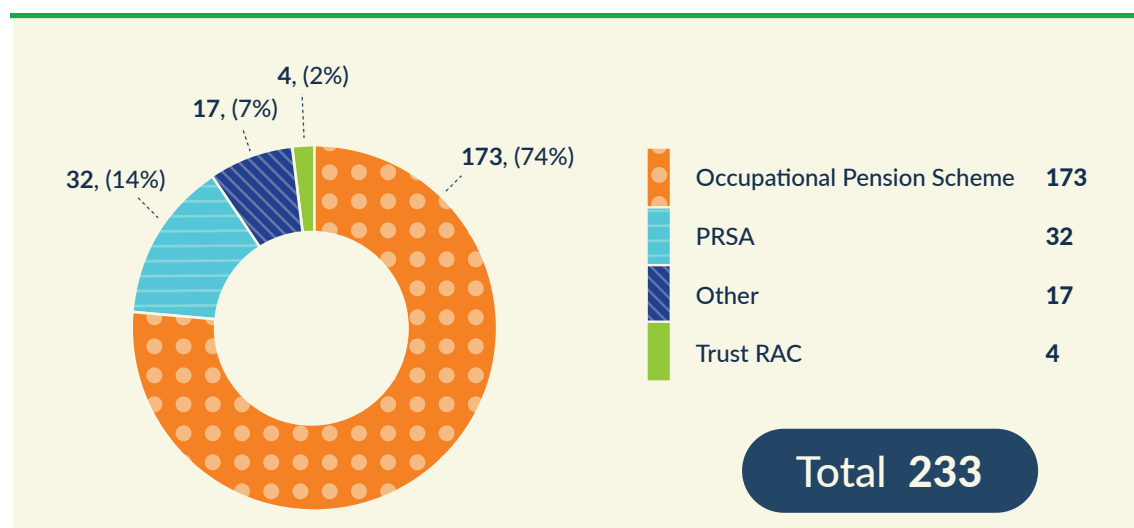
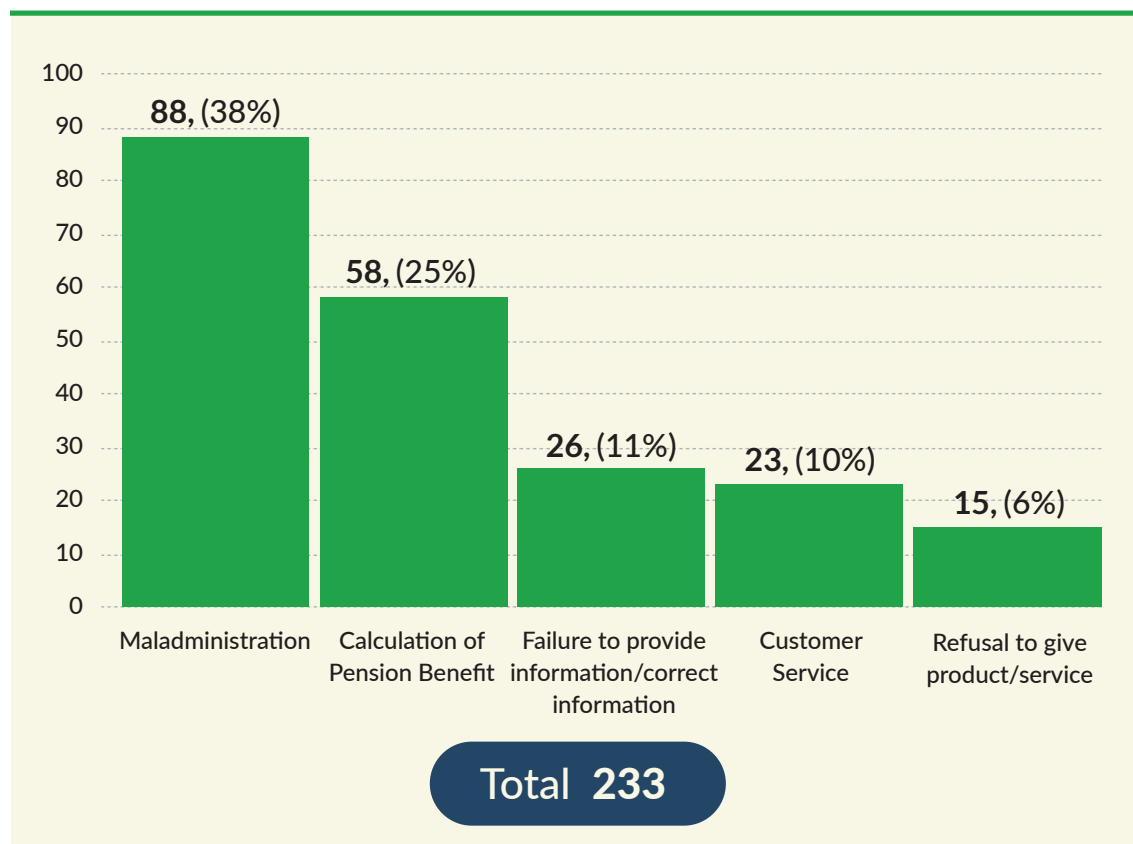




Fig 5.9 – Top 5 Pension conducts complained of



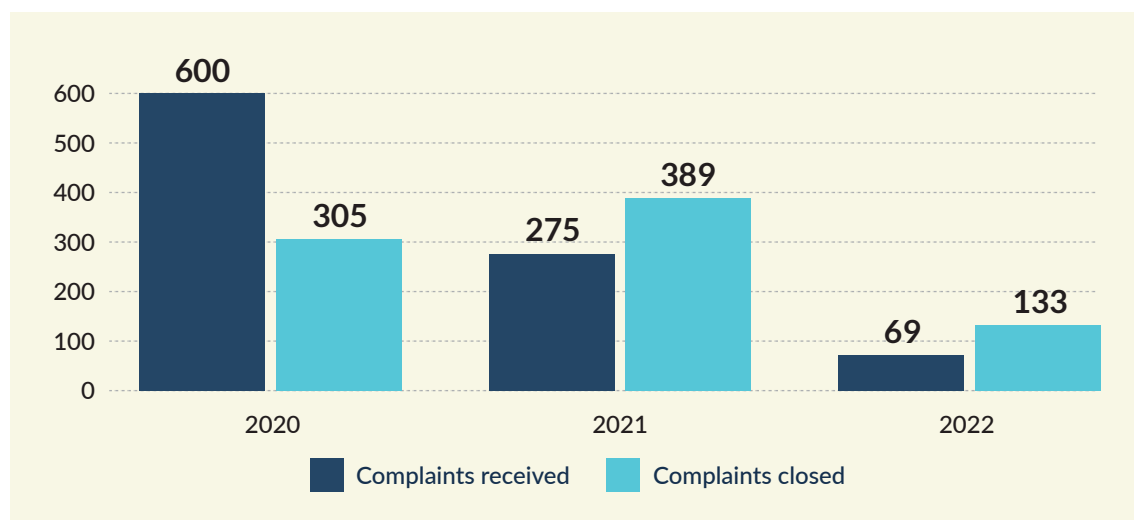
## COVID-19 related complaints

The FSPO began receiving COVID-19 related complaints in March 2020. The complaints received since that time have highlighted that the circumstances surrounding COVID-19, particularly in relation to business interruption claims, were exceptionally difficult for many of those businesses that brought their complaints to us. Businesses outlined the impact being experienced from their loss of the ability to trade, loss of stock and loss of rental income.

During 2022, we received a reducing number of COVID-19 related complaints brought to the FSPO, with 69 received in 2022 in comparison to 600 received in 2020 and 275 in 2021.

The following table shows the numbers of COVID-19 related complaints received and closed by the FSPO from March 2020 to the end of 2022. At the end of 2022, the FSPO had 132 COVID-19 related complaints on hand, some of which were on hold until October 2022 pending the outcome of a statutory appeal to the High Court.

**Fig. 5.10 – COVID-19 complaints received 2020-2022**



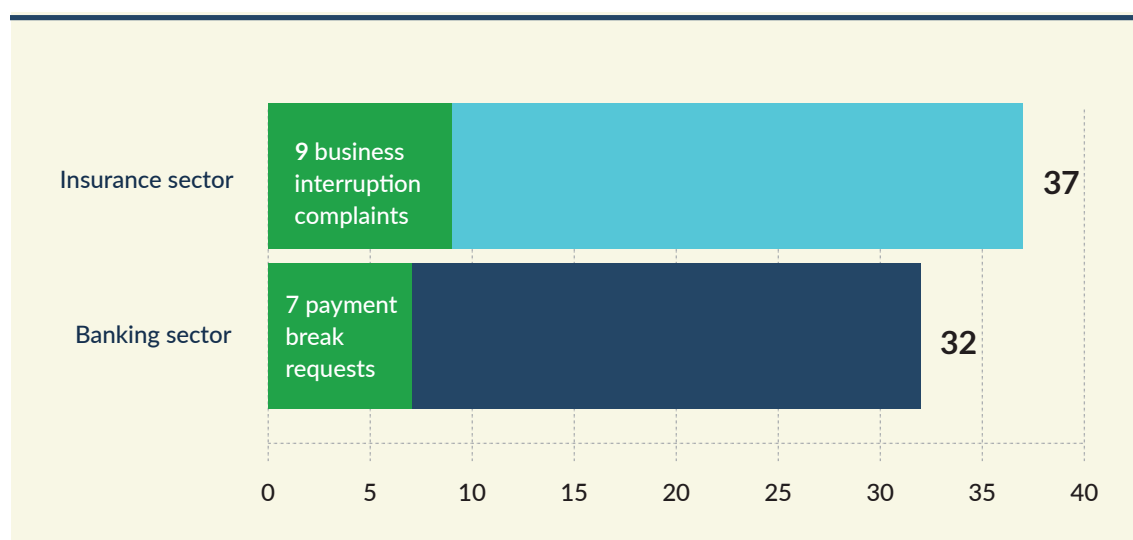
During the pandemic we prioritised complaints concerning business interruption insurance, in recognition of the importance to policyholders of achieving a swift understanding as to whether they were entitled to benefits or payments.



Decisions of the FSPO have been challenged by certain financial service providers, which were dissatisfied with the outcome of legally binding decisions issued by the FSPO in business interruption insurance complaints. The Legal Overview at [page 76](#) includes details of one High Court challenge issued by a financial service provider, which sought to strike down the terms of a legally binding decision of the FSPO, made on a complaint received about the non-payment by the provider of business interruption insurance benefits, under the complainant company's insurance policy. The High Court delivered its judgment in October 2022, upholding the terms of the FSPO's legally binding decision. This outcome, and the comments of the Court, have enabled the FSPO to progress other complaints made in similar circumstances, which had been on hold, pending the outcome of that High Court litigation.

Whilst the majority of the COVID-19 related complaints received during 2022 continued to concern insurance issues, the FSPO also received complaints arising from requested payment breaks, and other banking services. The sectoral breakdown for 2022, is set out below.

**Fig 5.11 – COVID-19 related complaints received 2022**

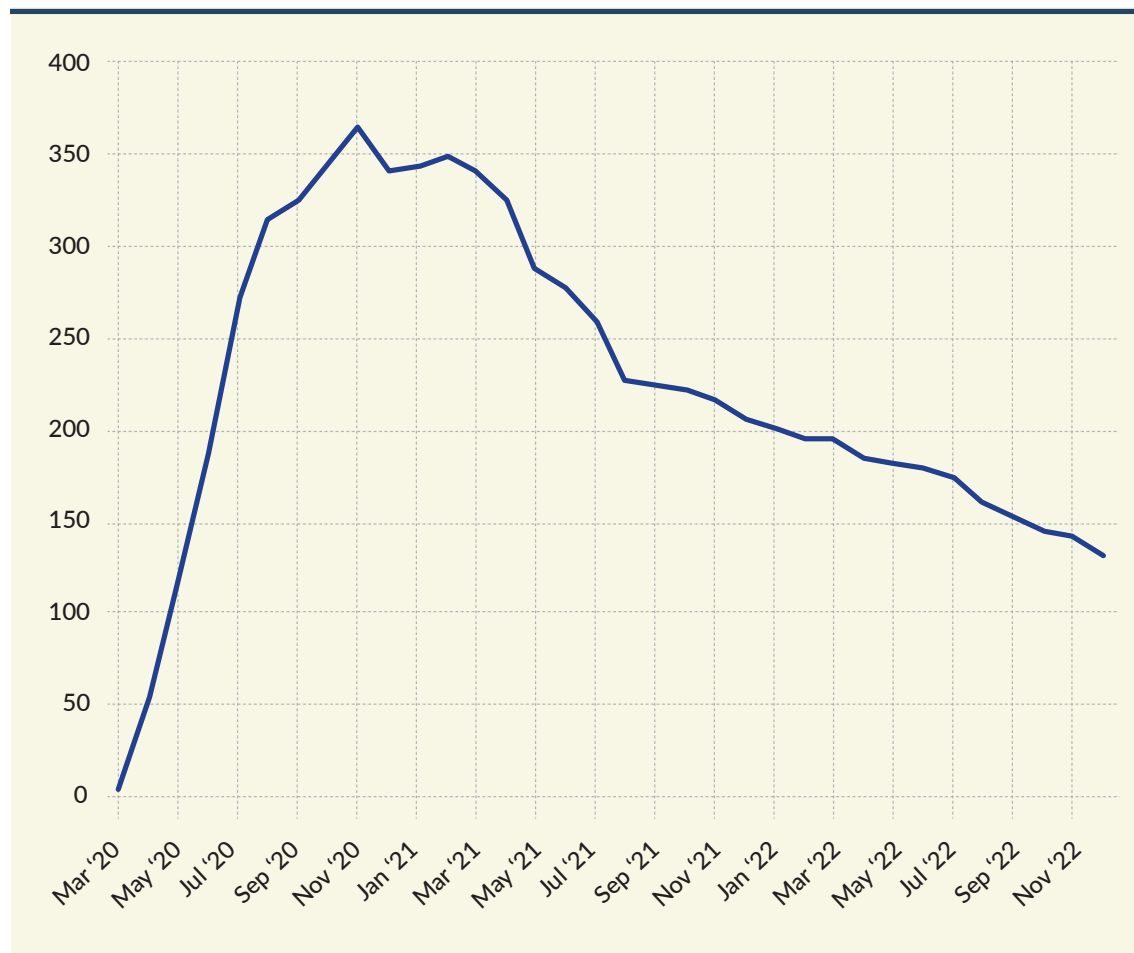


There were 37 COVID-19 related complaints from the insurance sector, 9 of which were business interruption complaints.

There were 32 COVID-19 related complaints from the banking sector, 7 of which were payment break requests.

Fig. 5.12 shows the number of COVID-19 related complaints on hand from March 2020 to Dec 2022.

**Fig 5.12 – COVID-19 related complaints on hand 2020-2022**

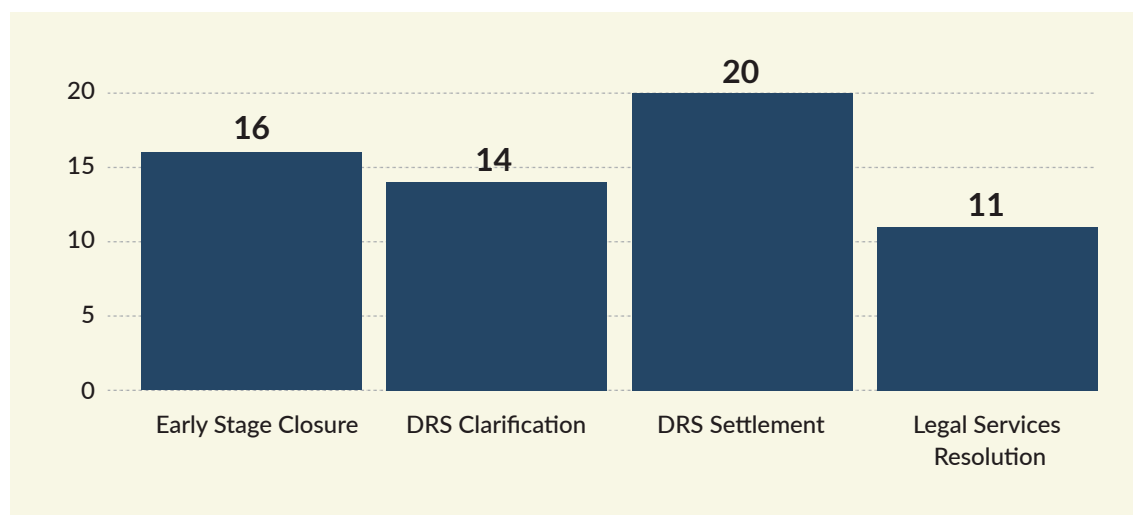


## Market exit complaints 2022

From 1 June 2022, the FSPO started to specifically record complaints in relation to providers leaving the Irish market. By 31 December 2022, the FSPO had received 99 complaints identified by the complainant as relating to “market exit” issues, of which 61 (62%) had been concluded by year end. Not all of these 99 complaints were in relation to the conduct of those providers leaving the market and the complaints received related mainly to customer service and maladministration issues.

As detailed in Fig 5.13 below, of these 61 complaints, 16 (26%) complaints were closed at an early stage, where either the complainant was re-directed to the financial service provider, where information had not been provided by the complainant in order to progress the complaint, or where a resolution had been reached. A further 34 (56%) complaints were concluded within our Dispute Resolution Service, where either a clarification was issued or a settlement was agreed between the parties. The remaining 11 (18%) complaints were concluded through a Legal Services resolution, where, following assessment, the complaints were identified as being outside the statutory time limits, more appropriate to the Courts, resolved or withdrawn.

**Fig. 5.13 Market exit complaints concluded in 2022**

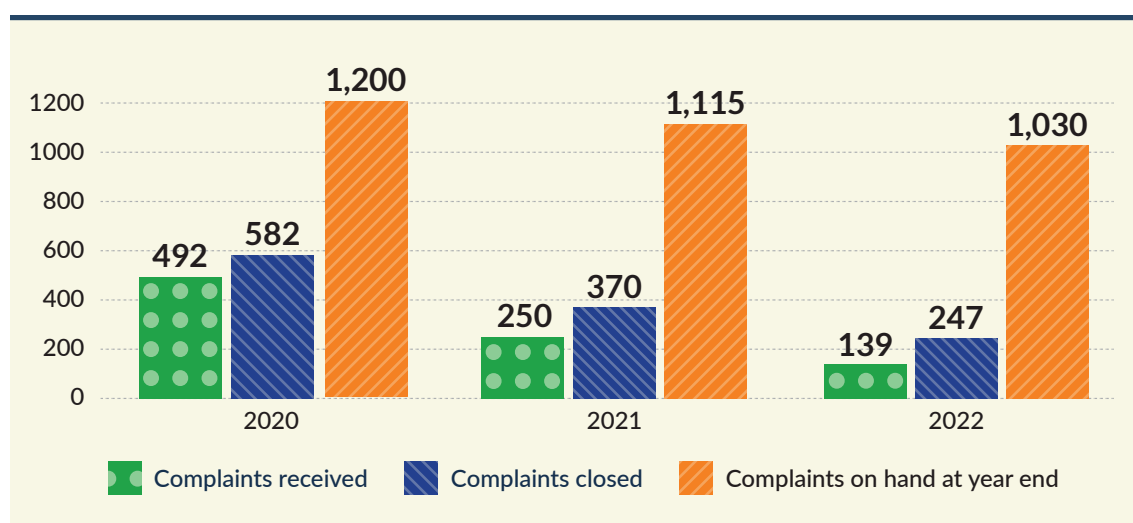


Of the 38 active complaints at 31 December 2022, 11 were being registered or assessed within the relevant processes, with the remaining 27 complaints actively being progressed within our Dispute Resolution Service, formal investigation or legal services processes. The FSPO is very much aware that customers may be experiencing issues which may be seriously impacting their lives, such as accessing new bank accounts or credit facilities, or switching mortgage providers. The FSPO continues to progress these complaints as quickly as possible.

## Tracker mortgage complaints 2022

In 2022, we received 139 new tracker mortgage related complaints, with 247 such complaints closed in the same period (250 in 2021). The number of tracker mortgage related complaints received has fallen steadily over the last three years. However, we still continue to receive a significant number of complaints 15 years after we received the first complaints in 2008.

**Fig. 5.14 – Tracker mortgage related complaints 2020-2022**



Of the 247 tracker mortgage related complaints closed in 2022, 134 were closed following the issuing of a legally binding decision. Of these complaints, one was upheld, one was substantially upheld and one was partially upheld, with the total value of compensation and or rectification directed amounting to €13,000. This compensation directed is separate from the value of rectification in certain legally binding decisions, whereby a provider may have been directed to restore a particular tracker mortgage rate to a complainant's account, and to recalculate the mortgage account balance accordingly and refund any overpaid interest.

The remaining 131 decisions were not upheld. Five of the complaints which were not upheld, were not upheld because the Ombudsman noted a reasonable offer which had been made by the provider earlier in the investigation, was still available to the complainants to accept. The value available to the complainants, noted in these 5 decisions, amounted to €16,573. The remaining 126 complaints were not upheld based on the merits of the complaint.

**Fig 5.15 – Tracker mortgage interest rate decisions issued in 2022**

Decision outcome	#	Value of direction issued in tracker decisions
Upheld	1	€8,000
Substantially upheld	1	€3,500
Partially upheld	1	€1,500
Not upheld	131	€0
<b>Total</b>	<b>134</b>	<b>€13,000</b>

It is evident from the outcomes of the tracker mortgage decisions issued, that we continue to receive a considerable number of complaints from people whose complaint about a tracker mortgage rate is not upheld, following an investigation of the complaint. Many people remain of the belief that they are entitled to a tracker mortgage interest rate, either from the time when they took out the mortgage loan or from a date during the life of the mortgage loan, even though they have no contractual or other entitlement to such a rate. The following are common arguments raised in tracker mortgage complaints to the FSPO, and the details below include links to the individual decisions, each of which addresses those complaints in the particular circumstances in which they were made, as a result of which the complaints were not upheld:

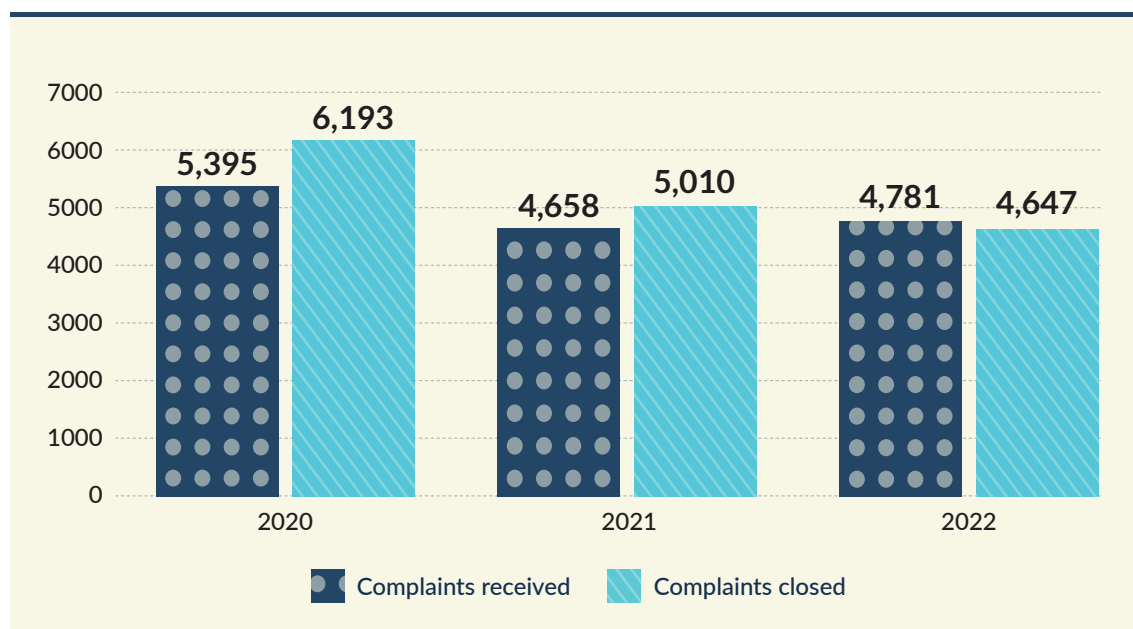
- ➔ I originally applied for a mortgage loan on a tracker interest rate, but then I changed my mind and decided to apply for a mortgage loan on a fixed interest rate. The bank issued an amended loan offer which provided for a fixed interest rate period, and I accepted the amended loan offer. I have an entitlement to be offered the option of a tracker interest rate on the expiry of the fixed interest rate period because I originally applied for a tracker interest rate. ([Decision 2022-0351](#))
- ➔ I drew down a mortgage loan on a fixed interest rate. I was not offered a tracker interest rate at the end of the fixed interest rate period despite my mortgage loan agreement detailing that I was entitled to the bank's prevailing variable interest rate on the expiry of the fixed interest rate period. ([Decision 2022-0216](#))

- The bank issued a “flyer” communication to its intermediary network after I drew down my mortgage loan on a fixed interest rate, with the bank’s prevailing variable interest rate to apply thereafter. The flyer provided details of a fixed interest rate product that would roll onto a tracker interest rate on the expiry of the fixed interest rate period. I have an entitlement to a tracker interest rate at the end of my fixed interest rate period by virtue of the contents of the flyer communication. (Decision [2022-0264](#))
- I was offered a tracker interest rate from the bank which I accepted. I was not able to draw down the mortgage loan within the required timeframe and the loan offer lapsed. The bank subsequently announced that it would no longer be offering tracker interest rates but did not specifically inform me of this. I approached the bank again after tracker interest rates had been withdrawn and I was offered a variable interest rate mortgage loan. I have an entitlement to be offered a tracker mortgage loan because the bank previously offered me one. (Decision [2022-0407](#))
- I jointly held a tracker mortgage loan with my former partner. Following a breakdown in the relationship, I wanted to transfer the mortgage loan into my sole name and retain the same tracker interest rate. The bank would not remove my former partner from the mortgage loan and said that I had to apply for a new mortgage loan in my own name. The bank said that because tracker interest rates were no longer available, the new loan could not be on a tracker interest rate. (Decision [2022-0392](#))

## 6 | How we managed complaints in 2022

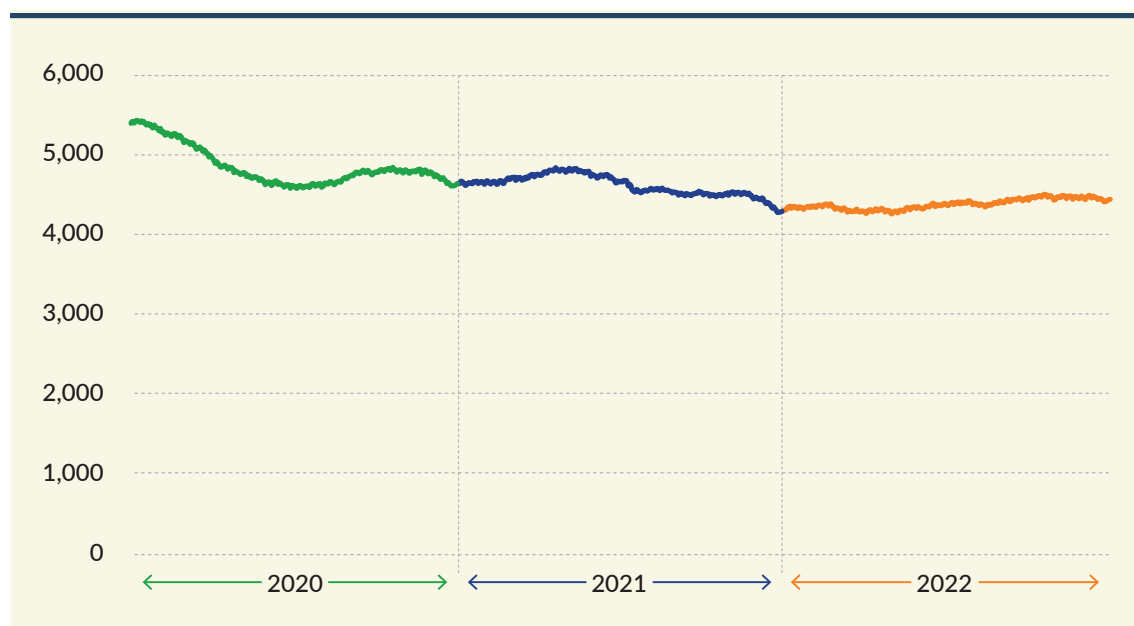
In 2022, the FSPO received 4,781 complaints, a slight increase on the previous year. During 2022, 4,647 complaints were closed. Fig 6.2 shows complaints on hand from 2020 to 2022, demonstrating an overall positive trend in reducing complaint volumes since 2020. While at 31 December 2022, we recorded a slight increase in the number of complaints on hand, when compared to the same period in 2021, we continue to drive towards complaint resolutions and closures, as expeditiously as possible.

**Fig 6.1 – Complaints received and closed 2020-2022**

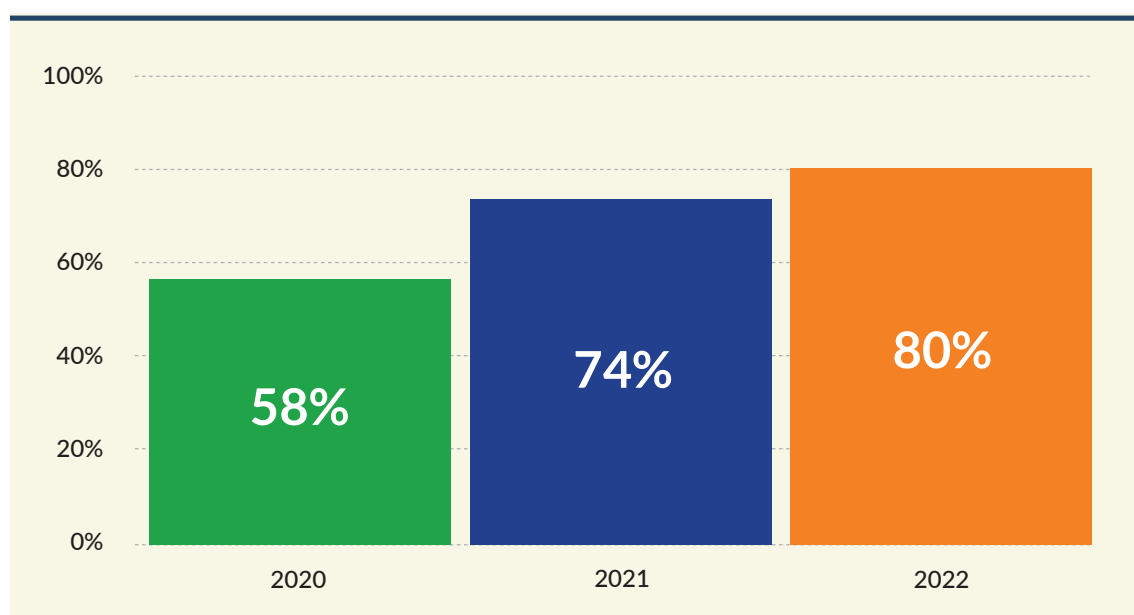


Complaints on hand are the number of active complaints on any given day. Closed complaints may be reopened due to new information being received at any point in the year, so the number of complaints on hand shows the volume of complaints over the time period.

**Fig 6.2 – Complaints on hand by date 2020-2022**



**Fig 6.3 – Percentage of complaints received online 2020-2022**



The number of complaints received through our online complaint form continued to increase over the course of 2022. This is due to improvements in our website, our online complaint form and a general switch towards digital delivery channels by many of our customers over the course of the pandemic.



Fig 6.4 – How we managed complaints in 2022

Total number of complaints closed and how and why they were closed in 2022 **4,647**



## Withdrawn complaints

361 complaints were withdrawn at various stages of our processes in 2022. The reason for withdrawal of a complaint can vary depending on the stage at which the complaint is withdrawn. A common theme, regardless of the stage at which a complaint is withdrawn, is where the complaint has been resolved to the complainant's satisfaction by the provider. While the FSPO encourages settlements at the earliest stage, a settlement at any stage is always encouraged and welcome. Complainants may also withdraw their complaint due to a change in life circumstances. The FSPO is always willing to take such matters into consideration and may offer to put the complaint on hold for a time instead, if appropriate.

## Customer Operations and Information Management

**2,090** complaints closed

When a complaint is received, the Registry and Assessment team of Customer Operations and Information Management (COIM) reviews and assesses it. This initial assessment provides an opportunity for the FSPO to determine if the complainant has provided all the necessary information to progress the complaint and to ensure the provider has been given the opportunity to resolve the complaint first.

In many cases, this preliminary work allows the complaint to close, if the complainant is subsequently satisfied with the provider's resolution of the complaint.

The complaint is assessed to confirm that it is eligible for the statutory jurisdiction of the FSPO. Not all complaints are eligible for investigation by the FSPO and so the assessment of the complaint's eligibility takes place at the earliest possible stage. This may include determining whether the conduct complained of falls within the statutory time limits, checking that consent has been provided by all of the account or policy owners, or we may need to check if a financial service provider is regulated.

This early assessment service has enabled the FSPO to use its resources in the most efficient manner. More importantly, this service has enabled the FSPO to provide a greatly improved customer experience, ensuring the complainant is informed early on in the process if their complaint falls outside the FSPO's remit. In some circumstances, the team may need to refer a complaint to our Legal Services team for a detailed legal review.

Once the COIM team has completed its assessment the complaint is either referred to Dispute Resolution Services for mediation or, where the complaint cannot progress any further, it will be closed.

**Fig. 6.5 – COIM complaint closure reasons 2022**

Early-stage closure	925
Withdrawn	277
More appropriate to the Courts	248
Non-regulated financial service provider	186
Not a 'complainant'	176
Outside time limits	118
Ineligible complaints	102
Alternative forum	58
<b>Total</b>	<b>2,090</b>

925 complaints were closed at an early stage in the FSPO's processes. In some cases, the complainant did not provide enough information for the complaint to proceed. Over a third of these complaints were resolved by the provider and no further action was required from the FSPO. In other cases, the complainant had not completed their provider's internal complaints process and once we re-directed the complainant back to the financial service provider, they were able to get their complaint resolved.

The remaining complaints were closed in COIM for the following reasons:

- 248 complaints were determined as being more appropriately dealt with by the Courts.
- 186 complaints were closed because they were complaints concerning a non-regulated financial service provider, or a company which wasn't providing a financial service.
- 118 complaints, when assessed, were outside the time limits for making a complaint.



- 176 complaints were closed as the person or entity making the complaint did not meet the definition of a complainant under the Financial Services and Pensions Ombudsman Act 2017 or did not have the right to make a complaint.
- 277 complaints were withdrawn by the complainant.
- 58 complaints were considered more appropriately dealt with by another forum.
- 102 complaints were closed within COIM because they were found to be ineligible. This was mainly because the complaint would be more appropriately investigated by an Alternative Dispute Resolution (ADR) body in another country and complainants were referred to that body to progress their complaint.



# Customer Operations and Information Management Case Studies

## Customer Operations and Information Management: Case Study 1

### Bank fails to close account when requested

Jeremy moved to Australia in 2017. Following the move, Jeremy received correspondence from his bank in Ireland to state that there was a debt of \$102.03 (Aus Dollars) owed on the account. Jeremy contacted the bank by phone and paid the outstanding balance. Jeremy also requested the account to be closed.

Jeremy received further correspondence in October 2021, to state that there was a fee of €37.26 outstanding. He disputed this as he was of the view the account was closed, with any debt cleared. Jeremy was anxious that his credit history would not be impacted as a result of this incurred charge.

On receipt of the complaint at the FSPO, the Registration Officer advised Jeremy that he needed to complain to the bank first. Jeremy did so but did not receive a 'final response letter' within the standard timeframes. The FSPO contacted the bank and requested that it review the complaint within 10 working days. Jeremy was contacted by the bank within 5 working days with a resolution to the complaint and the FSPO received the following correspondence:



Please find attached letter from the bank confirming that the account has now been closed, and they have provided me with details as to why this occurred.

I do believe it is because we got in contact with the FSPO which is why they acted quickly on receipt of my last letter.

But at least the issue has now been resolved and closed out.

I would like to thank you on behalf of Jeremy and myself for your quick responses and professional engagement.

## Customer Operations and Information Management: Case Study 2

### Customer requests deed of discharge from bank

Angela paid off her mortgage with her bank in February 2021 and requested a deed of discharge from the bank in order to remove its charge from the title to her house. Angela contacted the bank on a number of occasions over a 12-month period before submitting a complaint to the FSPO in February 2022.

The FSPO explained to Angela's representative of the need to give the bank the opportunity to address the complaint and gave Angela's representative the necessary information to assist her with this process. Angela's representative engaged with the bank and advised that she wished to submit a formal complaint to the FSPO.

Angela's representative then contacted the FSPO to advise that the bank had resolved the dispute directly with Angela:



Can I thank you again for your involvement in this matter. Being able to use the information that the matter was under investigation by you, certainly expedited [the bank's] response. Thanks again.



## Customer Operations and Information Management: Case Study 3

### Bank fails to resolve complaint relating to the issuing of chequebooks

A benevolent group sought two chequebooks from the bank. The benevolent group's representative stated that it called the bank, which assured them that two chequebooks would issue within a week. When that timeframe passed, the representative contacted the bank and despite further assurances of the cheque books being issued, none were received. The representative attended a local branch and again received assurances that two chequebooks would be issued. Following this, the representative only received one cheque book.

The representative raised a complaint with the bank for its service failings and later received a number of holding letters from the bank. The representative eventually submitted a complaint to the FSPO.

As the representative could show that they had tried to complain to the bank first, the FSPO wrote to the bank and requested that a 'final response letter' be issued within the next 10 working days.

The bank issued its final response letter with a resolution to the complaint, which the FSPO shared with the representative for consideration.

Subsequently, the representative wrote to the FSPO Registration Officer when confirming that the matter was resolved, stating:



I am pleased to confirm that the complaint which I lodged has now been fully addressed and resolved, see attached letter which I posted yesterday.

I truly believe that without your intervention this matter would have never been resolved and that our Fund which provides an invaluable service to our membership without financial support would have continued to be ignored with a plethora of repeat letters issued without meaning or substance.

For myself all I can say is thank you most sincerely and on behalf of our membership I also extend our appreciation for what you have done. The FSPO which before this, I was unaware of, provides an essential service and you from my perspective is front and center in its role. Thank you once again for taking up this matter.

## Customer Operations and Information Management: Case Study 4

### Consumer resolves complaint directly with health insurance company

Grace was caring for her ill parent and did not realise that her health insurance policy had lapsed due to non-payment. When notified of the lapsed policy, which Grace acknowledged was due to an oversight on her part, she contacted the health insurer and offered to pay any outstanding arrears for the policy to be re-instated. The health insurer refused Grace's proposal.

Grace submitted a complaint to the FSPO, who on reviewing the complaint, explained that Grace must complain to her health insurer first.

Grace subsequently contacted the FSPO to advise that once she submitted a formal complaint, the health insurer agreed to resolve the complaint:

“ Hi [Officer name] just a short line to thank you for your help and guidance with my complaint to [named health insurer]. I got my policy reinstated today and backdated so it's great I have peace of mind again. Your phone call and emails were very helpful, I find it's all about the person that helps you and I really was lucky I had you so thank you so much.





# Dispute Resolution Services

## Complaints closed through mediation



1,722

Number of  
complaints  
closed through  
DRS



1,137

Mediation  
settlement



505

Clarifications  
accepted



20

Settled between  
the parties  
outside DRS



35

Withdrawn

7

Other

This includes where contact  
was made with complainant  
only, complaints intended for  
another Ombudsman or  
where the complainant  
resolved their issue without  
the provider



2

Ineligible



16

Early-stage  
closure



€3,425,443

Value to  
complainant

## Dispute Resolution Services

**1,722** complaints closed



Our Dispute Resolution Service is a voluntary and confidential service that aims to resolve complaints against financial service providers or pension providers as quickly as possible through mediation.

We begin this process by discussing the complaint with the complainant and the provider and explore how both consider it could be resolved with an aim to helping them to reach an agreement.

The Dispute Resolution Officer mediates between the parties with the aim of facilitating the parties in reaching an agreement.

Mediation is informal, voluntary and totally confidential. Most mediations take place by phone.

Possible outcomes of mediation are:

1. A mediation settlement is agreed between the complainant and the provider.
2. The complainant receives clarification from the provider around the issues raised, which resolves the complaint.
3. If a mediation settlement is not reached, the complaint may be transferred within the FSPO to formal investigation.

In 2022, the FSPO resolved 1,722 complaints through Dispute Resolution Services. 1,137 complaints reached a mediation settlement and a further 505 complaints were settled where a clarification was accepted by the complainant. The total value to complainants of mediated settlements in 2022 was €3,425,443. The ability to reach such settlements in a short time frame makes the informal mediation process an attractive option for complainants and providers.

A total of 20 complaints were closed when the parties reached a settlement themselves and 35 were withdrawn by the complainant. In some 7 complaints, contact was made with the complainant only, the complaint was intended for another Ombudsman or the complainant resolved their issue without the provider.

16 were closed within Dispute Resolution Services at an early stage as the complainant did not provide enough information to proceed, or the complaint could be immediately resolved.



# Dispute Resolution Services

## Case Studies

### Dispute Resolution Services: Case Study 1

#### Consumer complains of fraud following a crypto-asset investment

Joe invested €250 in bitcoin. Following this, Joe rang his bank and told it that he had invested €250 and someone had taken control of his computer to do so. The bank took no action following this information.

Joe then changed his mind and rang the company involved to request a withdrawal of his €250. It advised him that to withdraw the €250, he would need to send it €1,000. Joe had the company set up as a beneficiary on his online banking and transferred the €1,000 using a security code. Joe's bank acted on his request and transferred the funds.

Joe was contacted by the supposed bitcoin investment company to be told that his investment was now worth €2,000 and he would need to lodge another €1,000 to release the funds. Again, Joe transferred €1,000 using a security code supplied by his bank. Again, at Joe's request, his bank transferred the funds.

Joe never received any funds back from the "investment" company. Joe alerted his bank to this possible fraud and the bank advised him to contact the Gardaí. The bank also made a request for the return of Joe's lost funds of €2,250. Unfortunately, this recall was not successful as there were no funds left in the company's account.

Joe made a complaint to the FSPO regarding the bank's conduct. He claimed the bank should have advised him not to transfer money to the company. Joe's bank believed that he was responsible for the loss of funds as he had used the bank's security measures to authorise payment. However, since it had not acted on Joe's information provided in his first call to the bank, when Joe had advised someone had taken control of his computer to make the transfer, it offered Joe €1,000 in full and final settlement of his complaint due to the service issues experienced by him as the bank dealt with his fraud complaint. Joe accepted this offer.

## Dispute Resolution Services: Case Study 2

### Consumer complains about bank's conduct following her request to transfer funds

Thomasina transferred €16,300 from her Irish current account to a cryptocurrency account on the advice of a cryptocurrency adviser.

Once the funds were in the cryptocurrency account, the money was then transferred to a third-party. Thomasina informed the bank that she had been defrauded of the money transferred and she asked her bank to get the money back. It explained that it could not as it had no link with the third-party. It said it had legitimately transferred the funds at her request to the cryptocurrency account, but it had no access or control over the third-party account.

Thomasina complained to the FSPO regarding the bank's conduct in failing to refund the money transferred.

Thomasina felt that the bank should have warned her not to transfer the money to the adviser, but the bank clarified that it had facilitated the transfer of the money, on her instruction, to the cryptocurrency account and it had no knowledge of the adviser at the time of transfer. It had transferred the money, at her request, to the cryptocurrency company. Thomasina closed her complaint.

## Dispute Resolution Services: Case Study 3

### Delay in transfer of investments leads to drop in funds

Padraig was moving his investments from one intermediary provider to another. The transfer took nearly two months and Padraig believed this caused him a loss in the value of his investments. His new provider said it was not its fault and that it was the previous provider which held things up by not replying to its requests for information. There were delays in information getting back to Padraig's new provider, but Padraig felt that it should have been more proactive in chasing up the information.

Padraig's new provider offered him €350 to cover any loss and in recognition of his time and effort in dealing with the situation, and it introduced a new protocol for its staff to follow up any request for information after 5 days. Padraig was satisfied with this and accepted the offer in full and final settlement of his complaint.



## Dispute Resolution Services: Case Study 4

### Bank admits to service failings when dealing with customer following a reported theft

Helen went out for an evening with her friends whilst on holiday abroad. She got separated from her group and spent the evening with people she did not know. She has very few memories of the next 24 hours and believes her drink was spiked. Over that time there were many authorised transactions on her bank account totalling approximately €7,000. The next day Helen rang her bank to tell them that all these transactions were acts of fraud. She found it very frustrating ringing the bank as she kept getting cut off and had to start her story over again every time she got through. She said this caused great anxiety as she was abroad and very concerned. She also found it very frustrating that she never received a call from the bank's fraud section whilst it was investigating the situation and often did not get promised call backs from other areas of the bank.

Helen was surprised that the bank allowed the payments to go through as it was unusual spending for her and was happening throughout the night. The bank said that its security relies on authorisation – either biometric or a passcode and that all these payments were authorised using the method Helen had agreed to when she opened her online banking app account, so it felt she was responsible for authorisation or had made access to authorisation easy for whoever authorised the transactions.

Helen complained to the FSPO regarding the bank's poor communications when dealing with her issue and their failure to implement anti-fraud checks on the transactions. The bank agreed that there were service failings in its dealings with Helen at different points in the process and offered her €2,500 in full and final settlement of her complaint which she accepted.

## Dispute Resolution Services: Case Study 5

### Bank sells mortgages despite all mortgages being paid in full

A complaint was made to the FSPO by the executor of Siobhán's estate. When Siobhán died, two issues arose in relation to her property investments.

Firstly, her estate did not realise that her mortgage payments would not automatically continue to be paid from her bank account which contained more than enough funds to cover all payments. Secondly, her probate was delayed by issues concerning her insurance policies. This led to a delay in redeeming her mortgages and the building up of arrears, although they were eventually paid in full. However, the original mortgage provider sold the charge over Siobhán's properties after the mortgages had been fully paid, as it had started the sales process when the loan was still in arrears and later forgot to remove the mortgage from its sales list.

When Siobhán's executors went to sell the properties, they could not do so as there was still a charge showing on the mortgages. They had asked tenants to leave the properties so they were no longer receiving rents and were paying legal fees to try to get the situation sorted. The original mortgage lender apologised for the delays caused and offered €17,500 to cover lost rent and legal fees in full and final settlement of the complaint, which was accepted by Siobhán's estate.



## Dispute Resolution Services: Case Study 6

### No Claims Bonus removed due to customer registering two claims on policy in three year period

Due to bad weather, David's car was involved in a single car accident. To get the car repaired, he made a claim on his policy. Two years later he was involved in an accident with a pedestrian. He reported this accident to his insurance company, but no claim was made. After this notification, David's insurance company brought his No Claims Bonus down to 2 years from 9 and charged him a higher premium.

David did not understand this, as the pedestrian had not made a claim. He tried to get clarity from the insurance company as to what was going on. He felt he received extremely poor customer service, including failed call backs and lots of confusing information.

During mediation, the insurance company explained that anyone injured in an accident has two years in which to lodge a personal injury claim. They also said that when a policyholder notifies them of an incident, and it represents a second claim in three years, it removes the No Claims Bonus (as per the policy document) and imposes a loading until an annual review of the incident. If no third-party claim has been submitted in that time, it will re-instate the No Claims Bonus and refund the premium loading.

Following engagement in mediation the provider agreed to reinstate the No Claims Bonus and loading if no third-party claim had been made by the anniversary of the first year of the incident and offered €800 for the poor service experienced by David in full and final settlement of his complaint. David accepted this offer and closed his complaint.

## Dispute Resolution Services: Case Study 7

### Procedure not covered on private health insurance plan

Susan held private health insurance. She needed a particular medical procedure and wanted to have it in a particular private hospital. Her health insurer asked her for the procedure code of the treatment as she was covered for some procedures in that hospital, but not all. When her health insurer checked the code, it was on a list of limited treatments covered by Susan's policy in that hospital, so the treatment went ahead, and the claim paid.

Susan reviewed her health cover every year and decided to change health package for one that she felt covered benefits that were of more use to her, and which reduced the cost.

Later that year Susan felt ill. Her GP told her to attend A & E. Susan decided to attend the A & E in the particular private hospital in which she had been treated before, as her medical records were there along with her treating consultant. On that day, Susan was given a test which led to a medical intervention. The treatment cost approximately €10,000.

Susan's claim was not paid as Susan had not noticed that she was not covered for this particular hospital under her new policy. She had assumed that she was covered due to having previously been covered for a procedure in the hospital. Susan thought it was very unfair that she had to think of issues like this when she was in the middle of a medical emergency. When call recordings were examined it emerged that the insurer had previously given warnings about changes in cover and the need to check every procedure code before seeking treatment. Susan accepted that she was not covered for this treatment and decided to take the issue up with the hospital, as she had no recollection of the hospital ever advising her to check her cover before treatment. The complaint was closed on that basis.





## Investigation Services

**629** Complaints closed through Investigation Services



**36**

Upheld



**19**

Substantially  
Upheld



**41**

Partially  
Upheld

**74**

Not upheld because  
the provider made a  
reasonable offer at an  
early stage

**269**

Not upheld on the  
merits of the  
complaint

**116**

Settled during  
investigation on foot of  
an on-the-record offer  
from the provider



**38**

Withdrawn or  
otherwise closed



**36**

Outside  
settlement



**€174,495**

Value of complaints  
not upheld due to  
reasonable offer made



**€965,527**

Value of complaints settled during  
investigation on foot of an on the  
record offer from the provider



**€616,686**

Total compensation directed  
in Ombudsman's legally  
binding decisions

## Investigation Services

The FSPO resolves a majority of complaints at an early stage through mediation within the Dispute Resolution Service. When a complaint is not resolved through mediation, it may be transferred to a formal investigation.

When this happens, no details of the engagement which took place between the parties during the confidential mediation are available for the formal investigation process. This is to ensure that the engagements between the parties during mediation can cause no prejudice to either party if a formal investigation is required.

Subject to any issues of suitability, the investigation process begins with the FSPO issuing a formal Summary of Complaint to the provider. This document identifies the conduct of the provider which has given rise to the complaint, and it asks targeted questions of the provider, which are designed to gather information regarding the issues. The FSPO also seeks certain specified items of evidence from the provider. Sometimes the complainant will also be asked, separately, to clarify an aspect of their complaint or may be required to supply further documents.

The processes of the FSPO for formal investigation ensure that all information and evidence gathered from the complainant and the provider during the investigation, is shared between the parties. This ensures that both have possession of all of the evidence, and each party can take the opportunity to offer any comments or observations regarding the evidence and records made available to the FSPO.

When the parties have concluded their submission of evidence and observations, all of those details are taken into account in the adjudication of the complaint, which leads to a legally binding decision.

The Ombudsman may uphold, substantially uphold or partially uphold a complaint.

The Ombudsman has wide-ranging powers when adjudicating complaints. If a complaint against a pension provider is upheld, redress can be directed, limited to the actual loss of pension benefits under the pension scheme.

If a complaint against a financial service provider is upheld, a financial service provider can be directed to rectify the conduct complained of, whatever the value of that rectification.

In addition, the financial service provider can be directed to make a compensatory payment to a complainant, up to a maximum of €500,000, or in the case of annuities, up to €52,000 per annum.

During 2022, the Ombudsman issued 439 legally binding decisions, which included the following outcomes:

- A combined value of compensation directed in 90 of the 96 legally binding decisions where the complaint was upheld, substantially upheld or partially upheld, was €616,686.
- An additional €965,527 paid to complainants by providers across 116 complaints which were resolved before the conclusion of the FSPO's formal investigation process.
- A further €174,495 in redress from providers, noted by the FSPO as available for acceptance by complainants, across 74 complaints. This resulted in the complaints in those legally binding decisions not being upheld, because the offer in question was reasonable and adequate to redress the conduct giving rise to the complaint, and no formal direction by the Ombudsman was required.
- 269 legally binding decisions issued, where on the merits of the complaint, the Ombudsman considered on the evidence that the complaint should not be upheld, and no redress was directed.
- 16 legally binding decisions, where the Ombudsman made a direction for rectification of the conduct complained of. This may have been in addition to compensation, or instead of compensation. The financial value of a direction for rectification, whilst potentially very significant, is difficult to quantify and, on occasion, remains unknown. Examples include:
  - A direction to the provider to immediately notify the CCR that the complainant's loan balance was written off, with effect from the date of the complainant's discharge from bankruptcy, and to request the CCR to amend its records accordingly. (Decision [2022-0151](#))
  - A direction to the provider to immediately admit and assess the complainant company's December 2020 insurance claim for business interruption losses, and to make an advance payment of policy benefit of €8,000 to the complainant company, pending that assessment of any further benefit payable. (Decision [2022-0368](#))



- A direction to the provider to arrange the write-off of a mortgage loan and any interest accrued since the date of the complainant's wife's death, and to correct any adverse credit record associated with this remedy including making appropriate arrangements with the new loan owner, which purchased the outstanding loan balance. (Decision [2022-0036](#))
- A direction to the provider to recalculate the mortgage balance by reference to a particular interest rate differential, over a certain period. (Decision [2022-0150](#))
- A direction to the provider to reinstate annuity payments from May 2020, until May 2024, or until the complainant's death if earlier. (Decision [2022-0234](#))

The Ombudsman regularly publishes the legally binding decisions issued in complaints against financial service providers. The Ombudsman also publishes case studies of the legally binding decisions issued in complaints against pension providers.

To ensure transparency and ease of access to these decisions, the FSPO has an [online database](#) of the Ombudsman's legally binding decisions. This database holds the full text of the vast majority of Ombudsman's decisions in relation to complaints against financial service providers, issued by the FSPO since January 2018. These decisions have been anonymised to protect the confidentiality of the parties.

In addition to publishing the full decision in complaints against financial service providers, the Ombudsman also publishes periodic [Digests of Decisions](#) which include short summaries of a selection of those decisions and additional case studies of decisions made in complaints against pension providers. The most recent Digest, [Volume 8](#), published in November 2022, contains a summary of 21 decisions made by the Ombudsman in complaints concerning private health insurance.

All published decisions are available at [www.fspo.ie/decisions](http://www.fspo.ie/decisions). Information on how to access decisions and how to search for topics or decisions of specific interest in the decisions database, is included on [page 83](#).

The Ombudsman must also publish the names of any financial service provider that has had at least three complaints against it upheld, substantially upheld, or partially upheld in a calendar year. Details of the providers that have had at least three complaints upheld, substantially upheld, or partially upheld during 2022 are set out on [page 81-82](#).

While the FSPO encourages settlements at the earliest stage, a settlement at any stage is always encouraged and welcome. In some cases, during the formal investigation process, the provider will make an undisclosed offer to the complainant and where the settlement is accepted by the complainant the file is closed, recorded as an outside settlement and no decision issues. During 2022, 36 complaints were settled during the formal investigation process as an outside settlement. The value to complainants for these settlements is unquantifiable, but nevertheless provides an agreed outcome for the complainant and the provider.

The following case studies provide examples of complaints resolved during the formal investigation process.



# Investigation Services Case Studies

## Investigation Services: Case Study 1

### Customer requests change to her Central Credit Register report

Daphne took out a loan with a bank in 2010 and the loan went into arrears in 2017. She submitted a copy of the bank's agreement letter from April 2017, which sets out a repayment agreement of the balance outstanding of €16,358.20 to be repaid at €199.49 per month over 82 months. Daphne maintained that she met the repayments and the loan was closed in August 2020.

When Daphne applied for a mortgage in 2021, it came to her attention that a Central Credit Register (CCR) credit report recorded missed payments on the loan from June 2017 until the loan was cleared in August 2020. Daphne maintained that the bank had recorded her loan details incorrectly as she had met her repayments and the CCR credit report should have shown "as terms revised due to arrears on the account".

Daphne outlined that she brought the CCR credit report to the bank's attention in March 2021 "and was told on numerous occasions that [the bank] would get the report updated." She said she was subsequently told in May 2021 that the bank could not update the credit report as the loan was closed. Daphne felt it had had a major impact on her mortgage application as no other lender would review her application unless the credit report showed no arrears.

In the bank's response to the FSPO's investigation, it explained that there was no facility to report a new agreement on the CCR and it would always reflect the true arrears on the account. However, the bank acknowledged a number of service failings in not following up on call back requests, failing to update Daphne and providing misinformation over the phone. As a result, it offered Daphne €3,000 "as a gesture of goodwill in full and final settlement of this complaint", which she accepted.



## Investigation Services: Case Study 2

### Bank places house for sale without notifying owner

Cathy took out a mortgage to buy a property in 2010. Later that year, the house was badly damaged by flooding and Cathy moved. Cathy's mortgage account fell into arrears and she sought an agreement with the bank regarding the mortgage repayments.

Two years later, Cathy moved again and completed a 'change of address' document and continued to receive mortgage arrears communications to her new address.

A further two years later, Cathy contacted her solicitor, having decided to sell the property and pay her debt. Cathy was of the view that the bank was slow to engage with her or her solicitor to facilitate the sale of the property.

Cathy stated that she regularly attended the house to check it and pick up post. She discovered that the property had been placed with an estate agent by the bank and was for sale on the open market, without her knowledge. The locks had been changed and she could not gain entry to the house.

With the assistance of her solicitor, Cathy prevented the sale of the property and went on to sell the house for nearly €80,000 more than the price sought by the bank. Cathy was very angry that she had not been contacted by the bank when it sought to take possession of her house, despite it being aware of her new address. She also said the bank had delayed its responses to her solicitor, increasing costs and mortgage arrears, along with impacting her credit rating.

Cathy brought a complaint to the FSPO, which was formally investigated. A Summary of Complaint was submitted to the bank and the bank reviewed the complaint. While the bank did not respond to the specific allegations, it apologised for the number of years that the matter had been ongoing and acknowledged that mistakes had been made while dealing with Cathy's mortgage account and property. Cathy was offered a compensatory sum of €120,000 which she accepted in final settlement of the matter.

### Investigation Services: Case Study 3

## Insurer refuses to close life assurance policy following payment of mortgage

Toby and June held a life assurance policy, which they had taken out as security with their mortgage loan. They wanted to close the policy and withdraw the balance as they had finished paying off their mortgage. The insurer said it couldn't close the policy, as the policy was assigned to a bank that Toby and June had once held their mortgage with and it needed this bank to declare it had 'no interest' in the policy.

Toby and June explained they had their mortgage with this bank at one time, but later switched to a second bank. They showed the insurer that the second bank had returned the life assurance policy documents to them and it had declared 'no interest'. When Toby and June made their complaint to the FSPO, they said the insurer would not accept this letter as proof the policy was no longer assigned to the first bank. They also explained that the insurer had tried to contact the first bank multiple times, but it had not received any response and so would not close the policy. Toby and June argued that the second bank's letter and evidence that their mortgage was redeemed, should be sufficient for the insurer to release the policy funds.

Toby and June stated that the insurer later wrote to them to say that as they had cancelled the monthly direct debit for the policy, it would keep the policy in force and use the policy fund to pay the premium.

After the complaint was sent to formal investigation by the FSPO, the insurer agreed to "cancel [Toby and June's] plan as requested and pay to them ... €6,506.33" to resolve the matter. In return, Toby and June accepted this offer in full and final settlement of the complaint.





## Investigation Services: Case Study 4

### Couple's personal accident claims under-paid by insurance company

Peter and Joanne held a life policy with an insurance company, which included personal accident benefit.

The couple had made claims twice in the previous two years, for which they received benefit on both occasions. However, they believed that they received less than they were owed as outlined in the terms and conditions of their policy. After making a complaint to their insurer, they received a response from it which stated the couple had been paid the appropriate amounts in all instances where they had made claims.

Peter and Joanne also raised concerns about the benefit they were paid in earlier years. In accordance with the Financial Services and Pensions Ombudsman Act 2017, the FSPO could not investigate these older claims as complaints to the FSPO must be made within a period of six years of the conduct being complained of, or, in the case of a “long-term financial service” (which includes the couple's policy), the complaint should be made within three years from the earliest date on which the person making the complaint became aware, or ought reasonably to have become aware, of the conduct giving rise to the complaint.

As Peter and Joanne were aware of the earlier benefits that were paid and as these had been paid at least eight years before the complaint was submitted to the FSPO, it was explained that the alternative time limit did not apply. However, the FSPO could investigate the more recent claims.

The complaint was not resolved in mediation and the FSPO commenced a formal investigation, issuing its Summary of Complaint to the insurance company. The insurer's response to the Summary of Complaint was given to Peter and Joanne for their consideration, and it included an offer of €1,000 to settle the complaint. However, the couple had determined the insurer owed them more money, and they advised they would accept €2,000 to close the complaint. This was shared with the insurer, who agreed. Peter and Joanne thanked the FSPO for its help and the complaint was resolved on that basis.



## Investigation Services: Case Study 5

### Insurance company refuses to pay out on travel insurance claim

The Smiths are a family of four living in Canada. In February 2020, they booked return flights to travel from Ireland to eastern Europe at the beginning of August 2020 and took out travel insurance offered on the airline website for that part of their journey. They were due to travel to Ireland from their home in Canada in late July 2020 with a different airline.

In July 2020, the Irish Government's COVID-19 "Roadmap for Reopening Society" was in operation, and the family would have been required to quarantine in Ireland for 14 days on their arrival from Canada. This would have resulted in them being unable to take the flight from Ireland to eastern Europe. They would also have been required to quarantine on their arrival at their eastern European destination.

They made a claim for CAD\$1,600 with the insurance provider, as their policy had specified that they could claim a refund of their flights if they were not able to initiate an insured journey due to "mandatory quarantine". The claim was declined on the basis that mandatory quarantine only applied if it occurred in their country of residence.

Mediation was unsuccessful and the complaint was transferred to Investigation Services. On review of the policy document, the FSPO Investigation Officer could not find the "country of residence" clause and in the Summary of Complaint queried this with the insurance company. The Investigation Officer also queried how the company differentiated between "country of residence" and "country of commencement of the insured voyage" when assessing a claim, if the insured was not commencing their insured journey from their normal place of residence.

On receipt of the Summary of Complaint from the FSPO, the insurance company offered the family the total booking price, less an CAD\$80 excess, which they accepted. The complaint was resolved on that basis.



## Investigation Services: Case Study 6

### Consumer requests return of money sent to a company

Samantha decided to make an investment and between September 2020 and December 2020, she transferred a total of €26,903.92 to an investment company, using her debit card. Part of this payment was made directly to the investment company's account and the balance was paid using two separate cryptocurrency websites, one of which was owned by the investment company.

Contrary to the advertisements that Samantha had seen, the recipients of Samantha's money were not licensed to operate in Ireland. Samantha called the card security department of her bank and wrote to the bank in December 2020, asking it to refund her money; Samantha said that she had been defrauded by the investment company, and the cryptocurrency websites. She made a formal complaint to her bank in January 2021, because the bank did not refund her money.

The bank issued a final response letter in February 2021, accepting that Samantha was a victim of a scam and urging her to contact the Gardaí, but ultimately declining her request for a refund. The letter further stated that the fraudulent transactions had been verified by Samantha using a security code issued to her mobile phone, by the provider.

Samantha believed that the bank breached its duty of care and failed to perform adequate due diligence. Samantha made the argument that her bank should have performed a better analysis of the transactions and should have been able to identify them as 'atypical, non-routine transactions.' She felt that the chargeback process should have been a suitable means to settle this dispute. As a result, she made a complaint to the FSPO relating to the bank's customer service.

The complaint was not resolved in mediation and the FSPO commenced a formal investigation, issuing a Summary of Complaint to the bank. The bank issued its formal response and stated that upon fresh review of the dispute it wished to settle the matter amicably with Samantha. The bank acknowledged several customer service failings, including its failure to investigate several of the fraudulent transactions, its failure to action recalls expeditiously, and its omission of certain details in its final response letter. The bank made an offer, on the record, of €5,000 in full and final settlement of her complaint, which Samantha accepted, and the complaint was resolved on that basis.

## Investigation Services: Case Study 7

### Bank agrees to refund amount deducted from an account

Timmy submits that in April 2020 he noticed that an unauthorised transaction of €2,607.52 had been debited from his bank account by a website. Once he became aware of the transaction, he contacted the bank to report it. He made a formal complaint on the same date and the matter was referred to the bank's fraud investigation team for review.

The bank investigated and said that Timmy had told the fraud investigation team, that he was in possession of the debit card in question and that no other party had access to the card. The bank advised Timmy that the transaction took place prior to the misuse of the card being reported to the bank, and that the transaction was completed using valid card details together with a security code. The bank's decision to hold Timmy liable for the transaction remained unchanged and it issued a final response on the matter.

Timmy strongly denied that he was liable for the transaction and stated that he had evidence from his telephone provider that he never received any security code, and he did not authorise any transaction. Timmy then made a complaint to the FSPO asserting the bank had failed in its duty of care to protect his account.

The complaint was not resolved in mediation and the FSPO commenced a formal investigation, issuing a Summary of Complaint to the bank. The bank issued its full response and stated that upon fresh review of the dispute, it wished to settle the matter with Timmy amicably, taking into account the impact the issue had had on Timmy. The bank offered a total of €3,500 to Timmy in full and final settlement of this dispute. Timmy accepted the settlement offer and the complaint was resolved on that basis.



## Investigation Services: Case Study 8

### Bank fails to cancel policy and continues to charge policy premiums

Mia and Donal took out a mortgage protection policy with an insurance company. It was arranged by a bank, acting as an agent of the insurance company, when it granted them a mortgage loan in 1999. In 2005, the bank arranged cover under a second mortgage protection policy, with another insurance company, for both the initial mortgage and an additional top-up mortgage which Mia and Donal took out with the bank around that time.

In early 2017, Mia and Donal requested a detailed mortgage statement. In this statement, a sum of €86.66 was being debited monthly from their mortgage account which they queried with the bank. Following an investigation, it became apparent that there were two policies in place as security for one mortgage loan, as the original policy had not been cancelled. After several months and requests, Mia and Donal received a copy of the policies and applications they had made. At this point, they became aware that they had been paying €86.66 per month for the past 13 years, unnecessarily. They made a complaint to the bank and requested that this matter be given urgent attention and requested a refund of the amount they had paid over 158 months in relation to the first policy. They explained they had spent over two years trying to get a response in relation to the complaint.

During the formal investigation of the complaint, the FSPO sought information through its Summary of Complaint, regarding the arrangement of cover in January 2005 under the second policy, the suggested failure to cancel Mia and Donal's cover under the first policy and the continued collection of the first policy's premiums.

Following the issuing of the Summary of Complaint, the bank wanted to resolve this complaint in an amicable manner and offered to pay Mia and Donal the total premiums paid from January 2005 to February 2018; a total of €13,635.52. In addition, the bank offered compensation of €4,666.11. €18,301.63 was offered to Mia and Donal in total, in full and final settlement of the complaint. They accepted this offer, and the complaint was resolved on that basis.

## Investigation Services: Case Study 9

### Employee requests change to her employee status to improve pension benefits

Julie was a member of a Superannuation Scheme and had been trying since 2015 to have her status recognised as a “pre-2004” entrant. Julie said that this would result in an increased entitlement to pension benefits at retirement. Julie outlined that a new entrant is defined in the Public Service Superannuation Act 2004 section 2(1) as “a person who is not serving in a public body on 31 March 2004 but becomes a public servant on or after 1 April 2004”.

Julie queried her employee status for the period November 2001 to April 2004. The Pension Superannuation Scheme maintained she was retained “on a contract for services and not employed by a contract of service (contract of employment)” during that period. Julie said that her pension provider stated, “That being the case, the working relationship cannot be considered a contract of service, and the decision to categorise [Julie] as a new entrant under the 2004 Act is considered to be correct.” Julie disagreed with this assessment as she maintained that from 2001 she was on the employer’s payroll, had PAYE deducted and had paid PRSI and therefore should have been classified as an employee.

During the investigation of the complaint, the FSPO, through its Summary of Complaint, sought information regarding Julie’s employment and questioned if Julie was retained under a contract of service or a contract for services and queried if she had paid Class A PRSI. The Pension Superannuation Scheme submitted a formal response which examined Julie’s classification and her pension entitlements. The Pension Superannuation Scheme then requested this matter be referred to the Department of Social Protection (DSP). A determination was issued by the DSP which confirmed that Julie was in fact employed under a contract of service, for the period of time that Julie had queried her employment status, and she had also paid PRSI at Class A for the period 01 November 2001 to 31 March 2006. This determination also outlined that Julie was therefore insurable under the Social Welfare Acts for all benefits and pensions at PRSI Class A. Julie was then granted the relevant pension status and her additional service period was recognised and reckoned, which resulted in an increase in her pension benefits entitlements. As a result of this outcome, Julie closed her complaint.

## Legal Services

**206** complaints  
closed

The functions and powers of the Ombudsman are prescribed by the Financial Services and Pensions Ombudsman Act 2017, as amended (the Act). When a complaint is received, it is initially assessed to confirm that it is eligible for the statutory jurisdiction of the FSPO.

Not all complaints are eligible for investigation by the FSPO and so the assessment of a complaint's eligibility takes place at the earliest possible stage. When a complaint is received, the Registry and Assessment team of Customer Operations and Information Management (COIM) reviews and assesses it. This may include determining whether the conduct complained of falls within the statutory time limits, checking that consent has been provided by all of the relevant parties, or we may need to check if a financial service provider is regulated. Further information on this process is outlined on [page 32](#).

Where an issue arises, which requires a more detailed legal assessment, the matter is referred to the Legal Services team for a formal jurisdictional assessment, to determine whether the complaint, or elements of the complaint, can proceed to investigation.

The FSPO makes every effort to assist the parties in understanding the extent and limits of the Ombudsman's statutory jurisdiction, being mindful that the legislation contains some provisions which are complex. The parties to the complaint are invited to offer their comments and to submit all relevant details during this assessment process, before the FSPO's final determination on jurisdiction is ultimately confirmed to the parties.

Various issues of jurisdiction can arise, when a consumer seeks to make a complaint to the FSPO. The following case studies from 2022 provide examples of the types of jurisdictional issues which can arise. In some instances, it was determined that the complaints could not proceed to investigation as they did not come within the Ombudsman's remit. In other instances, some or all elements of the complaint were determined to be eligible for progression by way of a formal investigation of the merits of the complaint.

# Legal Services Case Studies

## Legal Services: Case Study 1

### **Complaint unable to progress because it was a matter for the Workplace Relations Committee (WRC) and because of legal proceedings**

John had a number of accounts with a bank. John discovered that three of his accounts had been closed. He said that the reason the bank closed his accounts was because of his race, and that he was the victim of discrimination, on racial grounds.

John then complained to the WRC. After the WRC rejected his complaint, John appealed to the Circuit Court but was unsuccessful.

John also made a complaint to the FSPO, but he was informed that the FSPO could not investigate this complaint, because the Financial Services and Pensions Ombudsman Act 2017 sets out that the FSPO cannot investigate any matter within the jurisdiction of the WRC, and neither can the FSPO investigate any complaint that is or has been the subject of legal proceedings.

The WRC is the appropriate forum to consider complaints of discrimination and victimisation in access to goods and services, on the basis of ten protected grounds:

- Gender
- Civil status
- Family status
- Sexual orientation
- Religion
- Age
- Disability
- Race (includes race, colour, nationality or ethnic or national origins)
- Membership of the travelling community
- The housing assistance ground (only in the provision of accommodation)

The FSPO was also unable to investigate the complaint because John's complaint had been before the WRC and before the Court, and accordingly, the file was closed.



## Legal Services: Case Study 2

### Safekeeping services not the provision of a financial service

During the 1990s, Mary deposited certain items in her bank's safekeeping service, including a suitcase. When Mary passed away, her executor sought the items from the bank, and although a number of items were returned to the executor, a complaint was made that the suitcase was not. The bank maintained that all items in its possession had been returned, and that the suitcase in question had not been deposited at the bank.

The executor made a complaint to the FSPO about the missing suitcase.

The FSPO Act sets out that consumers can make a complaint to the FSPO about a financial service, including financial products. The FSPO noted that the safekeeping service offered by the bank, was for the storage of certain assets and this did not involve the deposit with the bank of money or cash instruments or repayable funds. As such the safekeeping service was not a regulated activity within the context of the bank's authorisation from the Central Bank of Ireland.

Consequently, the FSPO determined that the safekeeping service was not the provision of a financial service, and therefore, the FSPO could not investigate the issue raised by the executor, and the file was closed.



### Legal Services: Case Study 3

## Complaint regarding conduct of a continuing nature made within time limits

Gillian made a complaint to the FSPO in February 2018.

She stated that she sold her home and repaid her loans with the bank in 2012. She said that she moved to a smaller property at the time.

Gillian said that she understood that the proceeds from the sale of her home had been used to settle her total debt with the bank, however she later realised that the bank continued to hold her liable for a smaller outstanding loan. She said that the bank had failed to amend the contact details it had on file for Gillian and continued to issue correspondence with respect to the unsettled debt, to the address of the property that had been sold. Gillian said that she remained unaware that the bank was seeking repayment for the smaller loan until January 2018, when she was contacted by a debt collection agency.

The FSPO examined whether the complaint had been made within time limits set out in section 51 of the Act.

The FSPO noted that Gillian was complaining that the bank had continued to issue correspondence to the wrong address from 2012 until 2018, when it had outsourced debt collection to an external agency.

Section 51(5)(a) of the Act provides that “conduct that is of a continuing nature is taken to have occurred at the time when it stopped” and, because Gillian complained that the provider wrongfully continued to send correspondence to the incorrect address from 2012 until 2018, the FSPO was of the view that the conduct should be taken to have occurred when it stopped, in this case in 2018.

As a result, the FSPO concluded that the complaint had been made within the 6-year time limit set out in section 51 of the Act and could proceed to formal investigation.



## Legal Services: Case Study 4

### Complaint not made within time limits

Deirdre obtained advice from a financial service provider in April 2014. At the time, she was a member of a defined benefit occupational pension scheme. On the basis of the provider's advice, she moved her pension fund and gave instructions for an investment to be placed in an overseas property investment in October 2014.

In August 2020, Deirdre discovered that the overseas property company, in which around 50% of her pension fund had been invested, had become insolvent and that part of her investment had lost its entire value.

Deirdre wrote to complain to the provider in September 2020. Having received no response, she made a complaint to the FSPO in November 2020.

The FSPO considered if Deirdre had made her complaint to the FSPO within the time limits set out in the Act. The documents made available to the FSPO showed that the investment was for a fixed, five-year investment term, from 2014 to 2019. Consequently, Deirdre's complaint about the advice she received arose from conduct relating to a product which was not a "long-term financial service". The alternative three-year time limit from the recognised date of awareness in the FSPO Act is only available for complaints which are in relation to a "long-term financial service". In the circumstances, the FSPO noted that it was the sale of the product, and the advice she received in April 2014, that gave rise to her complaint, and Deirdre had not made her complaint to the FSPO within six years of that date.

The FSPO explained to Deirdre that, as the complaint was not made within the time limits provided in the FSPO Act the complaint could not progress to formal investigation and the file was closed.

## Legal Services: Case Study 5

### **Complaint outside the jurisdiction of the FSPO, due to governing law, allegations of fraud and complexity of matters complained of.**

Philip made a complaint to the FSPO. He explained that in 2014, while residing in another EU member state, he entered into an investment bond with a life assurance company regulated in Ireland. He said that he had received advice from an intermediary provider in his country of residence about the bond and subsequently invested.

Philip explained that while he had requested a safe investment for his savings, the provider had invested his funds in high-risk products through the bond without his authorisation and that, as a consequence, he had lost most of the funds he had invested.

Philip said that the dealing instructions which the provider had sent to the life assurance company did not contain his signature and that this had been forged by the provider. Philip complained that the life assurance company had not conducted adequate checks and due diligence on the provider. Philip stated that the life assurance company should not have entered into a commercial agreement with the provider, who did not hold the necessary authorisation to sell investment products in the EU member state in which the provider operated.

Philip's complaint was assessed by the FSPO and it noted the following:

- the terms and condition of the investment bond stated that the contract was governed, not by Irish law, but by the laws of another EU member state
- Philip maintained that the life assurance company acted upon forged signatures
- the complaint related to the regulatory status of the provider and the suggested failures by the life assurance company in its assessment of its commercial partners in other jurisdictions.



The FSPO wrote to Philip to explain that it could not investigate the complaint for these reasons. It was explained that the FSPO cannot adjudicate a complaint pursuant to the laws of a foreign jurisdiction. It was also outlined that the FSPO is not the appropriate body to investigate fraud or forgery, which is a criminal offence, and that such matters are more appropriate for the Courts or An Garda Síochána.

Additionally, the FSPO explained that because Philip wanted the FSPO to investigate the life assurance company's suggested failures in the way it had assessed its commercial partners in other jurisdictions, it appeared that the subject matter of the complaint was of such a degree of complexity that the courts were a more appropriate forum. The FSPO outlined to Philip that, as his complaint involved several parties and encompassed a number of jurisdictions, the FSPO should also decline to investigate this complaint pursuant to section 52(1)(f) of the Act, which provides for the FSPO to decline to investigate a complaint where the subject matter of the complaint is of such a degree of complexity that the courts are a more appropriate forum.

The FSPO declined to investigate the complaint and the complaint file was closed.

## High Court challenges

A jurisdictional determination of the FSPO can be the subject of a challenge by way of application for judicial review to the High Court. During 2022, the High Court heard a number of challenges to jurisdictional determinations made by the FSPO, sometimes where the FSPO had determined that a complaint investigation was eligible to proceed, and sometimes where the FSPO had determined that such an investigation could not in fact proceed. During 2022, judgments were delivered in three such applications to the High Court. The following are outlines of those judgments. The full text of the judgments can be accessed on our website by clicking on the relevant title to the proceedings.

## Judgment 1: A High Court challenge to the FSPO's determination that it could not progress an investigation of the complaint made about the conduct of a financial service provider

Judgment delivered on 08 February 2022

### Suarez -v- The Financial Services and Pensions Ombudsman [2022] IEHC 46

In December 2020, the FSPO issued a final jurisdictional determination that the complainants' complaint could not be investigated by the FSPO, as there had been legal proceedings before the Circuit Court in respect of the matter which was the subject of the complaint made. The FSPO relied on s50(3)(b) of the Act.

The first complainant did not agree with the jurisdictional determination, as he was of the view that his complaint should have been assessed by reference to the earlier legislation governing the predecessor office of the FSPO, the Financial Services Ombudsman Bureau (FSOB). He took this view because the complaint was made when the FSOB was in existence. He was also of the opinion that the Circuit Court proceedings had not concerned the same matter that was the subject of the complaint made to the FSPO and, that for this reason, the FSPO was not precluded from investigating this complaint.

The first complainant challenged the jurisdictional determination by application to the High Court. He took those proceedings by way of what he termed a hybrid appeal/judicial review. The FSPO raised a preliminary objection to the form of proceedings taken by the first complainant. The FSPO was successful with that objection and the proceedings were dismissed as improperly constituted.

In delivering judgment, the Court noted that the right of appeal under s64 of the FSPO Act "does not extend to a decision by the Ombudsman that he does not have jurisdiction to investigate a complaint". The Court noted that the Ombudsman did not suggest that s50(2) of the FSPO Act was an "ouster clause" intended to preclude judicial review of jurisdictional determinations and rather the FSPO accepts that a determination on jurisdiction, is amenable to challenge by judicial review.



The Court noted that the “most significant consequence of the invocation of the incorrect procedure is that the mandatory requirement to serve notice of the proceedings on all persons directly affected has not been complied with”. The Court concluded that notice of the proceedings should have been served on the financial service provider, as a person directly affected by the proceedings. The Court noted that if the first complainant was successful in any judicial review proceedings, then “a complaint which had previously been ruled inadmissible by the Ombudsman would be reanimated. This would have the consequence that the financial service provider would be arraigned once again before the Ombudsman in respect of the same complaint.”

The Court concluded that “the non-compliance with the Rules of the Superior Courts in this case is no mere technical breach, but has caused potential prejudice to the financial service provider.”

## **Judgment 2: A High Court challenge to the FSPO’s determination that it was appropriate to progress the investigation of the complaint made about the conduct of a pension provider**

**Judgment delivered on 09 February 2022**

### **The Trustees of Vodafone Ireland Pension Plan & Ors -v- The Financial Services and Pensions Ombudsman [2022] IEHC 47**

In October 2019, the FSPO determined that the complainant’s complaint that his pension provider had wrongfully calculated the transfer value of his pension, had been made to the FSPO within the time limits set out in s51 of the Act.

The provider had issued a transfer value in 2018, but it had also issued an earlier one in 2012. The complaint was made to the FSPO in 2018, after the complainant received the updated transfer value. The provider was of the view that the conduct complained of was the execution of a Deed of Amendment to the pension scheme rules in May 2012, and it argued that as the conduct occurred in May 2012, the complainant’s complaint had not been made within the statutory time limits.



In the context of the final determination of jurisdiction, the FSPO had regard to s51(5) of the Act, which provides for how the time limits are to be calculated where the conduct complained of is of a continuing nature or consists of a series of acts or omissions.

The Court concluded that the provider's case was "predicated on a mischaracterisation of the complaint made to the ombudsman" and that the "ombudsman's determination is correct" and the complaint was made within the statutory time limits. The Court said that having regard to s51(5) of the Act "The index date is, therefore, the date of the occurrence of the most recent act complained of, namely the provision, in February 2018, of a statement of benefits which, on the pensioner's argument, entails a gross underestimation of the true transfer value of his pension."

With respect to the amendment to the Scheme rules in 2012, the Court noted that "The complainant insists that, on its proper interpretation, the amendment to the pension scheme does not apply to him, for reasons including, inter alia, the fact that he had ceased employment a number of months prior to the execution of the deed of amendment. The pensioner calls in aid certain clauses in the (unamended) pension scheme in support of his interpretation of the temporal effect of amendments. More generally, the pensioner relies on the provisions of Part III of the Pensions Act 1990."

In deciding that the FSPO's determination of jurisdiction was correct, the Court noted that "The ombudsman has determined that the interactions between the pension provider and the pensioner/complainant in 2012 in no way limit the pensioner's entitlement to make a complaint regarding the calculation of the transfer value made available to him in February 2018. This is so notwithstanding that the ombudsman is in agreement with the pension provider that it would have been open to the pensioner to make a complaint in 2012. The ombudsman's determination is correct. This is because the limitation period runs from the date of the last of a series of acts or omissions, not from the first."

With respect to the scope of complaints that this Office can investigate, the Court said that "Crucially, the pensioner/complainant does not seek to challenge the validity of the deed of amendment nor does he seek its rectification. Indeed, it would be doubtful whether the ombudsman would have jurisdiction to entertain complaints of this type given the wording of section 61 of the Act."





**Judgment 3: A High Court challenge to the FSPO's determination that the complaint made about the conduct of a financial service provider, fell outside the statutory time limits, and no investigation could proceed**

**Judgment delivered on 02 December 2022**

**Baynes & Baynes -v- The Financial Services and Pensions Ombudsman [2022] IEHC 678**

The complaint made to the FSPO was that in 2007, the provider wrongfully issued a mortgage loan to the complainants which was unsuitable to them.

In August 2021, the FSPO determined that this complaint did not fall within the jurisdiction of the FSPO as it had not been made within the statutory time limits set out in s51 of the Act. The complainants sought to have this jurisdictional determination quashed by the Court.

The governing legislation of the FSPO sets out that a consumer can make a complaint to the FSPO within whichever of the following is the last to expire:

- (i) 6 years from the date of the conduct giving rise to the complaint;
- (ii) 3 years from the earlier of the date on which the person making the complaint became aware, or ought reasonably to have become aware, of the conduct giving rise to the complaint;
- (iii) such longer period as the Ombudsman may allow where it appears to him or her that there are reasonable grounds for requiring a longer period and that it would be just and equitable, in all the circumstances, to so extend the period.

With respect to the date of awareness referred to at (ii) above, the Court said that it did not accept that the objective legal standard should be any different because the FSPO otherwise has a very flexible jurisdiction when investigating complaints, saying that "Limitation periods are fixed by the Oireachtas by way of seeking to balance the rights of complainants and those the subject of complaints."

The Court noted that "when coming to the application of the legal standard, it must be borne in mind that it is not a question of when the reasonable person might have become aware of legal breaches or of the fact that the conduct in question is actionable per se under the 2017 Act.

This is a consumer-focused statutory scheme designed to be availed of by consumers without the necessity for legal or expert advice in formulating complaints. As we have seen, complaint[s] may be made where a provider has acted lawfully but unreasonably or unjustly. These are concepts as capable of being understood by a layperson as by a lawyer or financial expert. A common-sense approach needs to be taken to the application of the constructive awareness test in s51(2)(a)(ii) bearing in mind the very wide scope of the type of “conduct” that can be complained of to the FSPO under the 2017 Act”.

The Court accepted that, on the facts, there was ample material before the FSPO to enable it to take the view that, objectively, the complainants ought reasonably to have been aware of the issue giving rise to their complaint, in 2011, when they ran into serious financial difficulty in making repayments under the loan.

With respect to (iii) above, the Ombudsman’s discretion, the Court noted that the test is a two-step test: whether there are “reasonable grounds” for requiring a longer period and, if there are, whether it is “just and equitable” in all the circumstances to so extend the period.

The Court noted that the complainants had submitted that an extension of time should be granted because they were “being asked to repay the loan in full and if this is not possible, that they should sell their family home to repay the bank”.

The Court found that it was not evident that the FSPO had engaged at all with this submission, and that if had been, it was unclear why it had been rejected. The Court noted that if the form of jurisdictional determination made, that there was “no evidence”, was permitted as lawful, that would “risk allowing conclusory rejections” of applications for exercise of discretion in extending the time limit under this subsection, without proper engagement with the case made by a complainant, and a complainant would be without a means for understanding whether his/her submission had been understood by the FSPO and if so, in broad terms why it had been rejected.

The Court detailed that “In my view, that submission might arguably be regarded as satisfying the two-step test, although whether it would so satisfy the test is ultimately a matter of judgment on the part of the FSPO in light of all the facts.”



The Court concluded that it would not be helpful for it to identify the types of factors that might be relevant for an exercise of discretion under s51(2)(a)(iii) of the Act. The Court acknowledged that the factors will be case sensitive. The Court noted that factors such as the gravity of the impact of the conduct complained of and when the complainant in fact became aware of the suggested misconduct in question, might well be relevant factors on any given set of facts.



## Active Statutory Appeals and Judicial Reviews

A complainant or a provider may maintain a statutory appeal to the High Court, to challenge a legally binding decision of the Ombudsman, in accordance with the provisions of Section 64 of the Financial Services and Pensions Ombudsman Act 2017 or seek a judicial review of the FSPO's jurisdictional determinations.

A current list of [active statutory appeals](#), court applications and judicial reviews to which the FSPO is a party is available on the FSPO website confirming the date of last update. The following is a list of statutory appeals, court applications and judicial reviews to which the FSPO was a party, on 31 December 2022.

**Table 6.9 - Active Statutory Appeals 31 December 2022**

Court	Court Record Number	Title of proceedings
High Court	2020/12 MCA	Liberty Corporate Capital Limited [For and on behalf of Syndicate 4472] -v- FSPO
High Court	2020/49 MCA	Utmost Pan Europe DAC -v- FSPO
High Court	2021/137 MCA	Ulster Bank Ireland DAC -v- FSPO
High Court	2021/144 MCA	Friel & Friel -v- FSPO
High Court	2021/145 MCA	FSPO (Ulster Bank Ireland DAC and C&B)
High Court	2021/173 MCA	Ulster Bank Ireland DAC -v- FSPO
High Court	2021/174 MCA	Ulster Bank Ireland DAC -v- FSPO
High Court	2021/304 MCA	Permanent TSB PLC -v- FSPO
High Court	2021/290 MCA	Chubb European Group SE [Irish Branch] -v- FSPO
High Court	2022/17 MCA	Permanent TSB PLC -v- The FSPO
High Court	2022/19 MCA	Ryan & Anor -v- The FSPO
High Court	2022/51 MCA	KBC Bank Ireland PLC -v- The FSPO
High Court	2022/207 JR	Donnelly -v- The FSPO
Court of Appeal	2022 196	Lloyds Insurance Co SA -v- FSPO
High Court	2022/280 MCA	Adelina Limited -v- FSPO

Notable litigation developments during 2022 included:

- Twelve judgments/determinations delivered by the Superior Courts in substantive matters and costs/final orders. There were eight High Court judgments, two Court of Appeal judgments and two Supreme Court determinations, all of which can be accessed at [Judgments/Determinations](#) on the FSPO website.
- Six appeal/judicial review matters were concluded by way of High Court judgment, as follows:
  - Suarez -v- The Financial Services & Pensions Ombudsman [2022] IEHC 46
  - The Trustees of Vodafone Ireland Pension Plan & Ors-v- The Financial Services & Pensions Ombudsman [2022] IEHC 47
  - Llyod's Insurance Company S.A. -v- The Financial Services & Pensions Ombudsman & Anor [2022] IEHC 290
  - Hiscox S.A. -v- The Financial Services & Pensions Ombudsman & Anor [2022] IEHC 557
  - Independent Trustee Company Limited -v- Financial Services and Pensions Ombudsman & Anor [2022] IEHC 560
  - Baynes & Baynes -v- Financial Services and Pensions Ombudsman [2022] IEHC 678

The judgments in Hiscox and in Independent Trustee Company Limited, are outlined in more detail below on [page 77-80](#).

- An appeal to the Court of Appeal was initiated by Lloyd's.
- The Court of Appeal delivered one judgment, in Utmost PanEurope DAC -v- The Financial Services and Pensions Ombudsman & Anor [2022] IECA 77.
- The Court of Appeal adjourned generally one set of legal proceedings taken by a complainant, which had not progressed for several years.
- The Supreme Court heard and dismissed applications made by complainants for leave to appeal to the Supreme Court, in respect of the following two matters:
  - O'Connell -v- The Financial Services and Pensions Ombudsman [2022] IESCDT 2

- Suarez -v- The Financial Services and Pensions Ombudsman [2022] IESCDET 74
- Of the four statutory appeals initiated during 2022, two were issued by a financial service provider and two were issued by a complainant. Two of the statutory appeals arise from the same legally binding decision, which has been challenged by both the complainants and the provider.
- There was one application for leave for judicial review commenced during 2022.
- As of 31 December 2022, one Court of Appeal matter and eight High Court matters had been assigned hearing dates in 2023, and there were four High Court matters which had been heard by the High Court, with judgment reserved.

During 2022, as outlined in the table below, the overall number of active statutory appeals and judicial reviews reduced from a total of nineteen matters, to fifteen, including four new matters received during the calendar year.

**Table 6.11 - Active matters during 2022**

	High Court	Court of Appeal
Active at 1 Jan 2022	15	4
Initiated during 2022	5	1
Concluded during 2022	6	4
Active at 31 Dec 2022	14	1

In any litigation, the FSPO in all appropriate cases, seeks recovery of its legal costs by applying to the Court for an order for costs against the appropriate parties to the litigation.



## High Court dismisses an appeal to strike down a legally binding decision of the ombudsman in a decision concerning a declined business interruption insurance claim

Judgment delivered on 06 October 2022

### Hiscox S.A. -v- The Financial Services & Pensions Ombudsman & Anor [2022] IEHC 557

The complaint was that the insurance company wrongfully declined to admit and pay the complainant company's claim for business interruption losses as a result of its temporary closure in March 2020, due to the outbreak of COVID-19.

While the complaint was being investigated by the FSPO, the insurance company decided in February 2021, to admit the claim for cover, having reviewed a judgment issued by the UK Supreme Court, in legal proceedings taken by the Financial Conduct Authority against certain insurers. The insurance company had not made any payment of policy benefits, by the time the FSPO's investigation completed by way of legally binding decision in May 2021.

The Ombudsman upheld the complaint, on the grounds that the conduct of the insurance company was unreasonable and unjust within the meaning of s60(b) of the FSPO Act and otherwise improper under s60(g) of the FSPO Act. The decision noted that the insurance company had since confirmed cover for the claim, and the Ombudsman directed the insurance company to make an advance payment of policy benefits to the complainant company of €25,000. The insurance company was also directed to make a compensatory payment of €5,000 to the complainant company.

The insurance company appealed the decision to the High Court. The insurance company said that in initially declining cover between March and June 2020, it was acting on foot of an interpretation of the policy provisions which it believed to be correct at the time, however, that view changed in February 2021, and in those circumstances, it was a serious and significant error for the FSPO to uphold the complaint on the grounds that it did. The insurance company also said there were no adequate reasons given in the FSPO's legally binding decision and that the directions made by the Ombudsman, were not permitted as a matter of law.



The High Court found that the insurance company had not established any serious or significant error or any series of such errors in the findings or the directions made. The Court dismissed the appeal.

The Court highlighted some errors by the FSPO, in that, the FSPO appeared to find that the provider's failure to admit the claim and pay benefits in March 2020, was contrary to the contractual provisions but did not uphold the complaint on the basis that the insurance company had acted contrary to law under s60(a) of the FSPO Act. However, in this respect, the Court had regard to the fact that the grounds for upholding a complaint are not mutually exclusive and the complaint was upheld under three other grounds and the FSPO had identified reasons for doing so.

The Court acknowledged the FSPO's "very wide discretion" in terms of redress. The Court concluded that it was satisfied that that FSPO was entitled to direct an interim payment to mitigate the adverse position of the complainant company and was satisfied with the FSPO's broad approach in determining the amount of the advance payment. The Court found that the direction for a compensatory payment of €5,000 was not disproportionate as had been suggested by the insurance company.

## High Court dismisses an appeal against a legally binding decision of the ombudsman about the conduct of a financial services provider

**Judgment delivered on 28 October 2022**

### Independent Trustee Company Limited -v- Financial Services and Pensions Ombudsman & Anor [2022] IEHC 560

The complaint was that the provider wrongfully refused to transfer the complainant's pension funds from his two Personal Retirement Savings Accounts (PRSAs) to a new provider, in circumstances where the complainant refused to sign a certificate of discharge. The complainant's position was that the certificate of discharge was not relevant or legally required, for the provider to transfer his funds to the new provider.

The provider is regulated by the Central Bank of Ireland ("Central Bank") as a financial service provider and is registered with the Pensions Authority as an authorised provider of PRSAs.





The investigation of the complaint was completed under section 60 of the Financial Services and Pensions Ombudsman Act 2017, as amended (the “FSPO Act”). The complaint was upheld, and compensation was directed in the sum of €2,000.

The provider appealed, stating that the FSPO incorrectly decided the complaint under section 60 of the FSPO Act (Complaints and Redress: financial service providers). The provider submitted that the complaint should have been decided under section 61 of the FSPO Act (Complaints and Redress: pension providers). The provider pointed out that a direction of compensation was not permissible under s61 of the FSPO Act.

The High Court found that the provider had not established any serious or significant error or any series of such errors by the FSPO, in completing the investigation of the complaint under section 60 of the FSPO Act. The Court dismissed the appeal.

In reaching this conclusion the Court found that the provider came within both the definition of a “pension provider” and a “financial service provider” in section 2(1) of the FSPO Act.

The Court also considered section 44(1)(a) of the FSPO Act. The Court found that the provider was a financial service provider engaged in the provision of a financial service, because the provider was regulated by the Central Bank and because the definition of “financial services” in the FSPO Act is so extensive that it includes the transfer of the proceeds of a PRSA. The Court commented that the fact that the provider’s regulation by the Central Bank was to authorise activities other than those the subject of the complaint, could not be used to conclude that the provider was not a financial service provider providing a financial service. The Court noted that the definitions of a financial service provider and financial services, contained in the FSPO Act, focus upon the fact of being regulated by the Central Bank, and not the purpose for which the entity is regulated.

The Court held that where a pension provider comes within the definition of both a financial service provider and a pension provider, as set out by the FSPO Act, the FSPO is permitted to choose to complete the investigation under section 60 or section 61 of the FSPO Act, and that the FSPO had considerable discretion in this regard. However, the Court identified that in making this choice:









- the test is one of appropriateness and proportionality having regard to the nature of the complaint, which means the FSPO “is entitled to consider the factual nature of the complaint and decide whether resolution under s.60 or s.61 is more appropriate and/or proportionate, depending on the characteristics of the complaint”;
- the FSPO must justify its choice by reference to the nature of the dispute and the test of appropriateness; and
- if a dispute was squarely about the interpretation of the rules of a scheme, it is unlikely that the FSPO could justify a finding that the nature of the dispute made it appropriate for resolution under section 60 of the FSPO Act.

The Court also considered the High Court’s appellate jurisdiction under section 64 of the FSPO Act and the standard of review the High Court should apply when reviewing a decision of the FSPO. The Court noted that the appropriate test is whether, taking the adjudicative process as a whole, the decision reached was vitiated by a serious and significant error or series of errors. The Court found that the FSPO is entitled to “significant deference” in this regard having regard to the degree of expertise and specialist knowledge of the FSPO.

The Court found that it was appropriate in this instance for the FSPO to complete the investigation of the complaint under section 60 of the FSPO Act. The Court had regard to the fact that the rules of the scheme, (i.e. the provider’s terms of business in this case) did not address whether a certificate of discharge was required to complete a transfer of funds out of the PRSA, and that because this issue was not addressed in the rules of the scheme “therefore the complaint was not “about” the scheme”. The Court explained that “[a]n argument might be made that if one looks to the rules of the scheme to see whether they cover a particular dispute, then the dispute is ipso facto “about” the scheme; but that is a somewhat strained and unsatisfactory approach in my view [.....] a decision that the complaint is not “about” the scheme, where it is not covered by the rules of the scheme, cannot be treated as a serious mistake”.

# 7 | Report on named financial service providers

In accordance with Section 25 of the Financial Services and Pensions Ombudsman Act 2017, the table below identifies every regulated financial service provider, which, in 2022, had at least three complaints against it upheld, substantially upheld, or partially upheld. This table excludes any decision upholding a complaint, if that decision is the subject of a statutory appeal at the time of publication. Financial service providers are listed in order of the combined total number of complaints upheld, substantially upheld or partially upheld. The name of the business group is provided where the financial service provider is a member of a business group.

	Name of Regulated Provider (to include any trading name if different)	Member of Business Group (where applicable)	Complaints Upheld	Complaints Substantially Upheld	Complaints Partially Upheld	Total
	The Governor and Company of the Bank of Ireland t/a Bank of Ireland	Bank of Ireland Group	1	4	5	10
	Permanent TSB	Permanent TSB Group Holdings plc	3	2	4	9
	Ulster Bank of Ireland DAC	Ulster Bank Group	1	2	3	6
	KBC Bank Ireland plc t/a KBC Homeloans	KBC Bank Group	1	1	3	5
	Irish Life Assurance plc	Irish Life Group Ltd.	2	0	3	5
	Allied Irish Banks, plc t/a AIB Bank	AIB Group	1	2	1	4

	Name of Regulated Provider	Member of Business Group (where applicable)	Complaints Upheld	Complaints Substantially Upheld	Complaints Partially Upheld	Total
	Bank of Ireland Mortgage Bank Unlimited Company	Bank of Ireland Group	1	0	3	4
	Great Lakes Insurance SE	Munich Re	2	1	1	4
	New Ireland Assurance Company plc t/a Bank of Ireland Life	Bank of Ireland Group	1	0	3	4
	Pepper Finance Corporation (Ireland) DAC t/a Pepper Asset Servicing, Pepper Homeloans, Pepper Money		2	0	1	3
	Provident Personal Credit Limited t/a Provident	Provident Financial Group	2	0	1	3
	Start Mortgages DAC t/a Start Mortgages	Start Mortgages DAC t/a Start Mortgages	1	1	1	3

# How to search our decisions on [www.fspo.ie](http://www.fspo.ie)

## Accessing our database of decisions

Our database of legally binding decisions is available online at [www.fspo.ie/decisions](http://www.fspo.ie/decisions). To refine your search, you can apply one or a number of filters.

### 1 Applying filters to narrow your search

To filter our database of decisions, you can firstly select the relevant sector:



**Filter our Database**

Financial Services Sector:

All
☒ Banking
Insurance
Investment

Product / Service:

### 2 Having filtered by sector, the search tool will then help you to filter our decisions further by categories relevant to that sector such as:

- ▶ product / service
- ▶ conduct complained of

#### ✓ Sector

#### ✓ Product / Service

#### ✓ Conduct complained of



**Filter our Database**

Financial Services Sector:

All
☒ Banking
Insurance
Investment

Product / Service:

Foreign Exchange

Conduct Complained Of:

**To narrow your search, you may also filter by:**

Product / Service:

☒ All
Accounts
Commercial Banking
Consumer Credit
Foreign Exchange
Mortgage
Multiple Banking Product/Service

All

**Conduct complained of:**

☒ All
Advice Incorrect/Unsuitable (post sale)
Application of interest rate
Arrears handling
Customer Service
Disputed Fees and charges
Disputed Transactions
Failure to provide information/correct information
Maladministration
Miscellaneous
Mis-selling
Refusal to give product/service

### 3 You can also filter our database of decisions by year, and by the outcome of the complaint, i.e. whether the Ombudsman Upheld, Substantially Upheld, Partially Upheld or Rejected the complaint.



**Outcome:**

☒ All
Upheld
Substantially upheld
Partially upheld
Rejected



Once you have found the decision you are looking for, click **View Document** to download the full text in PDF.







An tOmbudsman Seirbhísí  
Airgeadais agus Pinsean

Financial Services and  
Pensions Ombudsman

Lincoln House,  
Lincoln Place,  
Dublin 2,  
D02 VH29

Website: [www.fspo.ie](http://www.fspo.ie)  
Phone: +353 1 567 7000  
Email: [info@fspo.ie](mailto:info@fspo.ie)

