

about this issue

Following a change to our rules, National Savings & Investments customers can now refer disputes they may have to the Financial Ombudsman Service. In this issue we discuss the background to this significant development and outline the main differences in the way these complaints are now handled, compared with the previous arrangements.

We look, too, at some of the complaints we have dealt with recently involving annual travel insurance policies. We focus in particular on the difficult situation in which some customers can find themselves when they book a holiday that starts after their policy renewal date – but then suffer a change in their medical circumstances. When their policy comes up for renewal and they inform the insurer of the change in their health, the insurer may well tell them that – as of the date of renewal – they will not be covered for the new medical condition. The customer is then left either to run the risk of continuing with their holiday plans without insurance cover, or to cancel the trip prematurely – and often quite unnecessarily – at their own expense.



issue 49 September/October 2005

essential reading for financial firms and consumer advisers

in this issue

annual travel insurance: changes in medical circumstances after the policyholder has booked a holiday **3**

when we can dismiss investment complaints without considering their merits **7**

National Savings & Investments joins the Financial Ombudsman Service 11

ask ombudsman news 16

edited and designed by the publications team at the Financial Ombudsman Service

We hold the copyright to this publication. But you can freely reproduce the text, as long as you quote the source.

© Financial Ombudsman Service Limited, reference number 290

ombudsman news 1 September/October 2005 issue 49 Under our rules there are a number of circumstances in which we are able to dismiss a complaint without considering its merits. On page 7 we outline the circumstances that tend to crop up most frequently in the investment complaints we see. Our case studies include that of an investor whose complaint centred on the way in which a firm applied bonuses to a with-profits bond, and of a customer who brought a complaint to us that had already been resolved by a complaints-handling scheme in Ireland.



services for firms and consumer advisers

our external liaison team

- provides training for complaints handlers
- organises and speaks at seminars, workshops and conferences
- arranges visits and meetings

phone 020 7964 1400

email liaison.team@financial-ombudsman.org.uk

contact our technical advice desk for

- information on how the ombudsman service works
- help with technical queries
- general guidance on how the ombudsman might view specific issues

phone **020 7964 1400**

email technical.advice@financial-ombudsman.org.uk

phone 0845 080 1800 switchboard 020 7964 1000 website www.financial-ombudsman.org.uk technical advice desk 020 7964 1400

Financial Ombudsman Service South Quay Plaza 183 Marsh Wall London E14 9SR

annual travel insurance: changes in medical circumstances after the policyholder has booked a holiday

Customers who have annual travel insurance policies often take several holidays a year and may book these some months in advance, never giving a thought to whether their policy will still cover them if they later become ill and have to cancel their trip.

However, as these policies are *annual contracts*, at the time of renewal customers are required to tell their insurer of any change in their health since the policy started, or was last renewed. In accordance with the regulatory guidelines and/or good industry practice, insurers should include a clear reminder about this on their renewal documents. However, they are not obliged to offer the renewed cover on the existing terms for the next year of insurance.

A problem can arise if, in good faith, a customer books a holiday that starts after the policy renewal date but then has a change in their health. When the time comes to renew the policy, the customer may properly inform the insurer about their new medical condition, only to be told that – from the date of the renewal – the firm will not provide cover for any claims arising from that condition.

The condition may not necessarily result in a claim and – as the holiday is often still some months away – the customer may not know at the time of the renewal whether the condition will affect their travel plans. Most travel policies only provide cover for cancellation that is *medically necessary*, which would usually be decided much closer to the time. Technically, therefore, the customer may not have the option of cancelling the holiday and putting in a claim before their valid cover expires.

The effect of this is that the customer is left to:

- run the risk of being liable for cancellation costs (or even medical expenses abroad) without insurance cover; or
- cancel the holiday prematurely (and possibly quite unnecessarily) and bear the cost of this.

We consider it neither fair nor reasonable that customers with annual travel policies should be placed in this difficult position.

If the customers had realised this situation could arise, they might well have taken out a single-trip policy instead. Such policies normally provide cover for medical conditions identified from the point at which a specific holiday is sold right up until its end.

We have therefore come to the view that – when the firm informs customers in this predicament that it cannot provide future cover – it should also give them the option of cancelling the holiday and claiming under the valid policy, even though cancellation may not be medically necessary at that stage.

... customers should not be placed in this difficult position.

case studies case studies case studies ca studies case studies case studies case st case studies case studies case studies ca

Customers may, of course, choose to continue with their holiday plans – in the hope that their illness will not lead to cancellation or curtailment, or entail medical expenses abroad. However, they will at least then be aware of the implications of their decision and can freely choose whether or not to run the risk.

We also see cases where the problem only comes to light after the customer has attempted to claim for the cost of cancelling the holiday because it has become medically necessary. If the insurer has properly brought the need to disclose any change in their medical circumstances to the customer's attention, but the customer has failed to do so, then – technically – the insurer may be entitled to *avoid* the policy (treat it as though it never existed) as a result of the customer's non-disclosure. In practice, however, most insurers simply decline to pay the claim – on the grounds that the policy contains an exclusion clause relating to pre-existing medical conditions.

In this sort of situation, and provided there is no evidence of bad faith (*deliberate non-disclosure*) on the customer's part, we would still expect insurers to offer to pay an amount equivalent to the costs of cancelling the holiday at the time the policy was renewed. (As it gets closer to the planned date of departure, cancellation becomes more expensive.)

... he was uneasy about having to travel without full insurance cover.

case studies – annual travel insurance: changes in medical circumstances after the policyholder has booked a holiday

49/1

annual travel policy – policyholder discloses newly-diagnosed illness when renewing policy – firm offers right to cancel

In April 2004, Mr A booked a holiday to Cyprus, departing in March the following year. His annual travel policy was due to be renewed on 30 December 2004.

In July 2004 he was unexpectedly diagnosed with cancer and began having treatment. This was still ongoing when the time came to renew his policy. The prognosis was good, however, and he expected to be well enough to travel in time for his holiday.

When the firm sent Mr A his renewal documents, which clearly outlined the policyholder's duty to disclose any change in health since the policy was last renewed, Mr A told the firm about his cancer. The firm responded right away, saying that – as from the renewal date – his policy would exclude any claims resulting from the cancer.

After Mr A complained to the firm about this, it told him that if he cancelled the holiday it would meet his claim for the cancellation costs. Unhappy with this, Mr A brought his complaint to us, saying he did not want to cancel his holiday, but was uneasy about travelling without full insurance cover. case studies case studies case studies case studies case studies case studie case studies case studies

... the firm was not obliged to renew the policy on the existing terms.

complaint dismissed

There had been a *material change* in Mr A's circumstances since his policy had started. This meant that the firm was not obliged to offer to renew the policy on the existing terms. It is not our practice to interfere with firms' legitimate commercial decisions, such as the one it faced here regarding the underwriting risks.

The firm had offered Mr A the option of cancelling the holiday without any cost to him. We considered this to be fair and reasonable, in the circumstances. Under our rules we may dismiss a complaint if the ombudsman is '*satisfied that the firm has already made an offer of compensation which is fair and reasonable in relation to the circumstances alleged by the complainant and which is still open for acceptance*' [DISP 3.3.1(4)]. We therefore dismissed the complaint.

49/2

policyholder with pre-existing medical condition denied fair opportunity to make pre-emptive cancellation claim at the date of renewal

Miss J was a member of her employer's group annual travel policy that was renewed in June each year. In January 2004 she booked a holiday for that September. Unfortunately, however, in April she was diagnosed with a minor heart condition. The condition was controlled with medication and her doctors were satisfied that she would be fit to travel by September. Miss J did not mention the heart condition to the firm when the policy came up for renewal, not least because all the renewal documentation was processed by her employer.

Shortly before her trip, Miss J suffered a heart attack and had to cancel. The firm rejected her claim for the unused cost of travel and accommodation, citing the exclusion clause in the policy that related to *pre-existing* medical conditions. Miss J then complained to us.

complaint upheld

There was no evidence of any bad faith on Miss J's part – or of *deliberate nondisclosure*. She had simply not appreciated the nature of her travel insurance: that it was an annual, discrete contract.

The renewal documentation that Miss J received did not make it clear that she was under any duty to disclose any changes in her medical circumstances. And there was nothing that might have alerted her to the possibility that the holiday she had booked before her illness was diagnosed might not be covered after the annual renewal date.

We asked the firm to pay the full cancellation costs that Miss J incurred, rather than the (cheaper) costs she would have incurred if she had cancelled some months earlier, at the time the policy was renewed. This was because we were satisfied that the firm had breached its udies case studies c

duty to inform customers of the need to notify it of material changes of circumstance. Miss J had never been given the opportunity to make an informed decision about cancelling at an earlier stage, before it was medically necessary.

.....

49/3

policyholder became ill after booking holiday — firm should have offered to pay cancellation costs under the expiring policy from the date of renewal, even though cancellation was not medically necessary at that date

Mr G's annual travel policy came up for renewal each March. Towards the end of January 2004, just a couple of weeks after he had booked a trip to South Africa for that December, he became ill with angina.

When the firm sent Mr G the policy renewal documents he told it about the change in his health. As a result, the firm added an exclusion clause to the new policy. This stated that the policy would not cover any claims arising directly or indirectly from angina. Unwilling to travel without cover for his angina, Mr G thought he had no option but to cancel the holiday, which he did (at his own expense) in April 2004.

Unhappy with the situation, Mr G complained to us. He said he resented having being '*forced*' to cancel his holiday and he wanted the firm to re-issue the policy on the same terms as before. ... we did not think it fair and reasonable to leave him with no cover at all.

complaint partially upheld

The firm was entitled to impose an exclusion clause for a pre-existing medical condition which Mr G had disclosed in accordance with his duty of *utmost good faith*. That was a legitimate underwriting decision.

But we did not think it was fair and reasonable to leave Mr G with no cover at all for the holiday he had already booked. We felt that the firm should have given him the opportunity to cancel the holiday and claim under the expiring policy. Mr G did not have to take up this offer, but he would still be aware that his trip would proceed at his own risk. We therefore asked the firm to reimburse Mr G for the costs of cancelling his holiday.

when we can dismiss investment complaints without considering their merits

In certain circumstances we can dismiss a complaint without considering its merits. This is sometimes called *early termination* or *dismissal*. The Dispute Resolution Rules (DISP) set down by the Financial Services Authority (FSA) in its *Handbook of rules and guidance* give a total of 17 sets of circumstances where we may dismiss a complaint without considering its merits. The *Handbook* is available on the FSA's website at <u>www.FSA.gov.uk</u>.

The circumstances listed below are those that tend to crop up most frequently in the investment cases we deal with.

the firm has already made a fair offer of compensation

We can decide that there would be no justification for our investigating the complaint if the firm has already offered the customer redress which – even if we upheld the complaint completely – we would not improve on.

the complaint has previously been considered or excluded by the Financial Ombudsman Service or by a former ombudsman scheme

We do not re-open and re-consider a case we have already dealt with unless there is new material evidence that:

- was not previously available; and
- is likely to affect the outcome.

If a complaint has already been considered by a scheme which is no longer in operation and it is brought to us with no material differences, then it is likely to be dismissed, regardless of the original outcome.

the complaint has been or is being dealt with by a comparable independent complaints scheme or dispute resolution process

We receive a number of complaints which have already been dealt with by another complaints scheme. This could be another ombudsman scheme or a comparable complaints scheme in Ireland, the Isle of Man or the Channel Islands. If the complaint dealt with by that scheme has no material difference to that brought to us, then we are likely to dismiss it.

a court has already considered, or will be considering, the issue or issues in the complaint

We do not allow a conflict, or potential conflict, to arise between our findings and those of a court.

... when a complaint is solely about investment performance, we can dismiss it.

tudies case studies case studies case studies case

... sometimes, a court may be much better placed than us to deal with a complaint.

the complaint is one that is more suitable for consideration by a court

Sometimes, a court may be much better placed than us to deal with a complaint, for example where the court's more formal powers and procedures are needed.

the complaint is about a firm's legitimate exercise of its commercial judgement

We do not interfere in the way in which a firm exercises its commercial judgement, as long as it does so legitimately.

the complaint is about investment performance

Investment complaints generally concern a customer being mis-sold a financial product or being given advice that was unsuitable for their needs. Firms sometimes try to claim that such complaints are really only about investment performance. However, as customers often only realise that something is wrong when they see the product performing badly – it should not be automatically assumed that the complaint is solely about performance. Where a complaint *is* solely about investment performance, we can dismiss it.

case studies – when we can dismiss investment cases without considering their merits

The following cases illustrate circumstances where we have had to decide whether we should dismiss an investment complaint.

dismissal where the complaint concerned the firm's legitimate exercise of its commercial judgement

49/4 customer complains that firm has not applied bonuses correctly to with-profits bond

The firm advised Mr C to invest in a with-profits bond, consisting of a large range of equities and fixed-interest assets. At the time of the sale, the firm gave Mr C an illustration outlining what the bond could be worth in future, if certain rates of growth were achieved.

Some time later, concerned that his investment wasn't doing as well as the firm's illustration had led him to expect, Mr C decided to perform his own calculations. When he found that the value of his bond did not reflect the stock market's increase, he concluded that the firm had not been applying bonuses correctly. case studies case studies

After the firm rejected Mr C's complaint about this, he came to us.

complaint dismissed

Mr C stressed that he was not complaining about the firm's advice, only about the way in which it had calculated bonuses.

We noted that his calculations had not included certain charges that applied to the bond. In particular, he had not accounted for the *smoothing* that the firm had applied. (*Smoothing* is a practice whereby withprofits companies sometimes hold back some of the profits in a good year and use them to top-up bonuses in poor years.) This is a perfectly acceptable practice and constitutes a legitimate exercise of the firm's commercial judgement.

We therefore dismissed Mr C's complaint without considering its merits.

dismissal where the complaint has been dealt with by a comparable independent complaints scheme or dispute resolution process

49/5

customer brings complaint to us that had already been resolved by another scheme

Mrs B complained to us about an investment bond that the firm had advised her to take out. She claimed that the bond was inappropriate for her needs and that the firm had given her poor advice. The representative who originally advised her operated from Ireland, although the firm itself was based in the UK.

complaint dismissed

During our initial enquiries we discovered that Mrs B had already complained about the investment to a complaints-handling scheme in Ireland. We contacted that scheme and found that the complaint she brought to us was exactly the same as the one that the Irish scheme had already resolved.

We therefore dismissed the complaint without considering its merits.

dismissal where the complaint was more suitable for consideration by a court

49/6

customer brings complaint to us about advice provided by his business partner

Mr A complained to us about some investment advice he said he had been given. This advice involved his taking out several loans to pay approximately £400,000 into a series of 'second hand' endowment policies. Mr A said that as this was a high-risk investment, it had been entirely unsuitable for his needs. ase studies case studies case studies case studies case studies case studies use studies case studies case studies case studies case studies case studies use studies case studies case studies case studies case studies case studies

... it is for us – not firms – to decide whether a case is suitable for dismissal.

complaint dismissed

It quickly came to light that Mr A and the adviser he was complaining about had known each other, both socially and on a business basis, for quite some time before the advice was given. Mr A had entered his business into a joint arrangement with the adviser's business so that they could trade in '*second hand*' endowment policies. Because of this arrangement, Mr A was effectively a partner in his adviser's business.

We concluded that it would be better for a court to determine the case. The informal nature of our process meant that it would be very difficult for us to get to the bottom of the complicated relationship between the adviser and the complainant. The court would also be better equipped to investigate any prior knowledge Mr A may have had of the '*advice*'.

Although not a reason for dismissing the complaint in itself, it was also apparent that the redress being sought was in excess of £350,000. This is over three times the maximum enforceable award we could make. We dismissed the complaint without considering its merits.

dismissal where the complaint concerns investment performance

49/7

customer complains to firm about inappropriate advice

Mr T came to us with a complaint about investment advice that he believed had been inappropriate for him. He said that he had lost a significant amount of money and that the firm had not warned him that this might happen. Indeed, he said he had been told that the value of his investment would not fall below the amount he had invested.

When Mr T complained to the firm, it dismissed his complaint. It also told him that because the complaint was about how his investment had performed – not about why it was sold to him – it was not a matter we would deal with. Despite this, Mr T decided to contact us.

complaint not dismissed

It is for us – not firms – to decide whether or not a case is suitable for dismissal. Mr T was not complaining about investment performance but about inappropriate advice. It was only when the investment failed to perform as the firm had led him to expect that he realised he had been mis-led. We did not dismiss the complaint, but proceeded to investigate it.

National Savings & Investments joins the Financial Ombudsman Service

From 1 September 2005, new complaints about National Savings & Investments (NS&I) have been investigated and decided by the Financial Ombudsman Service.

This article gives the background to this significant development and describes how these complaints were dealt with previously, and how their treatment now differs.

background

NS&I – a government department and an executive agency of the Chancellor of the Exchequer – is one of the largest savings organisations in the UK, selling savings and investment products to personal customers both directly and through the Post Office.

NS&I provides a secure place for people to save; its products do not involve any real risk to a saver's capital. It is also a source of funding for the Exchequer. The money that NS&I receives from selling savings and other financial products is used by HM Treasury to help to manage the national debt. In return for lending money to the government, customers receive interest on their savings or are eligible for Premium Bond prizes. NS&I is not regulated by the Financial Services Authority (FSA) but it aims to operate in accordance with the spirit of FSA regulations when dealing with its customers.

It has been the government's objective since early 2002 that NS&I should ultimately join the jurisdiction of the Financial Ombudsman Service. And in order to provide some harmonisation between the treatment of unresolved complaints against NS&I and unresolved complaints against FSA-regulated financial firms, a Financial Ombudsman Service ombudsman has been serving as the Independent Adjudicator for National Savings & Investments (the *Adjudicator*) since May 2002.

the Adjudicator

The Adjudicator:

- was appointed by HM Treasury, under section 84 of the Friendly Societies Act 1992;
- decided disputes between NS&I customers and the Director of Savings (the statutory post-holder responsible for NS&I);
- had power to deal with disputes under various Acts of Parliament relating to the national debt (for example, the *National Debt Act 1972*), and under a number of statutory instruments, including those relating to Premium Bonds and savings certificates;
- could only consider cases where there was a disputed claim to some legal entitlement, such as a dispute over the ownership of a sum of money or claims for compensation for financial loss;
- did not deal with complaints about matters of policy, such as levels of interest rates or the terms and conditions of NS&I products.

changed to allow NS&I to join the ombudsman service.

... our rules were

NS&I customers who had complaints about maladministration had to refer these, via their Member of Parliament, to the Parliamentary Ombudsman. The Parliamentary Ombudsman investigates complaints from members of the public about unfair or improper actions or poor service by UK government departments and certain other public bodies.

the Adjudicator's powers and procedures

Before a dispute was referred to the Adjudicator for a decision, both the customer and NS&I would have had the opportunity to comment on the other party's evidence and arguments. The dispute would already have been considered under NS&I's internal dispute-resolution procedure.

The powers and procedures of the Adjudicator were those of a statutory arbitrator. In the main, he decided cases on the basis of documents only – and reached a decision based on legal principles. Unlike the Financial Ombudsman Service, the Adjudicator did not have to issue his provisional assessment of the complaint or any preliminary indication of his decision – he was entitled to proceed straight to a final decision. He could hold an oral hearing where appropriate but his powers and procedures were not conducive to the mediated or conciliated settlement of disputes. His decisions were final and legally binding on both parties to the dispute.

If a dispute fell within the Adjudicator's remit, the customer did not have the option to taking it to court but had to refer it to the Adjudicator. However, either party could ask a court to rule on whether the Adjudicator had misunderstood or misapplied the law when reaching his decision.

public consultation and rule changes

Following a public consultation, the rules of the Financial Ombudsman Service were changed to allow NS&I to join the Ombudsman Service, meaning that NS&I customers can now refer disputes to us, including the types of disputes that have been referred in the past to the Adjudicator and the Parliamentary Ombudsman.

... NS&I customers can now refer disputes to us.

the voluntary jurisdiction

Because NS&I is not regulated by the FSA, it has had to join our *voluntary jurisdiction*. This is a technicality, as complaints under the voluntary jurisdiction are dealt with in the same way as they would be under the compulsory jurisdiction. And NS&I's commitment to their continued membership of the voluntary jurisdiction is to be embodied in NS&I's *framework document*, which will publicly set out the aims of NS&I, how it is managed and its relationship with government.

the new arrangements from 1 September 2005

The Adjudicator will continue to deal with and decide those disputes that were referred to him *before* 1 September. He will do so using the powers and procedures which applied to disputes before 1 September, and he will continue to use the title *Adjudicator* when doing so.

But the Financial Ombudsman Service will deal with disputes, or *'complaints'* as the Financial Ombudsman Service usually calls them, which are referred after 31 August 2005 (including those that relate to events that occurred before 1 September).

So the following powers and procedures will apply to such complaints, in contrast to those that applied before.

- The Financial Ombudsman Service will deal with complaints about maladministration as well as those about legal entitlements.
- The rules of the voluntary jurisdiction require NS&I to comply with most of the FSA's complaint-handling rules, as if it were a regulated financial firm.
- While we will continue to take account of legal principles, we will reach a decision which, in our opinion, is fair and reasonable in all the circumstances.
- In our decision-making, we will be able to take account of codes of practice and what we regard as good industry practice; NS&I already subscribes to the Banking Code.
- We will try and reach a conciliated settlement of a complaint, if that is what seems most fair and appropriate to us.
- We will have the same right to dismiss an NS&I complaint without considering its merits as we have in relation to all other complaints.

- If we intend to resolve a complaint by a written decision, we will first issue a provisional assessment, indicating what that decision is likely to be, for comment by both parties.
- The complainant will not be bound to accept our decision and will remain free to take the case to court.

Because one of our ombudsmen served as the Adjudicator for several years, the Financial Ombudsman Service is already familiar with NS&I's business and has had a head start in successfully incorporating NS&I complaints into its procedures.

> ... the Financial Ombudsman Service is already familiar with NS&I's business.

ombudsman news September/October 2005 **issue 49**

our 2005 series of conferences for firms

Aimed primarily at financial services practitioners and focusing on current complaint topics, the handling of complaints, and the ombudsman process, the conferences feature:

- presentations by our ombudsmen and senior adjudicators
- discussion groups and case studies
- first-class conference venues
- refreshments, including buffet lunch
- value for money we run these conferences on a not-for-profit basis, charging just £125 + VAT per delegate, to cover our costs.



For more information and a booking form, see our website <u>www.financial-ombudsman.org.uk</u> or complete this form, ticking the conferences(s) you are interested in, and send it (or a photocopy) to:

 Kerrie Coughlin, communications team Financial Ombudsman Service South Quay Plaza
183 Marsh Wall
London E14 9SR

name(s)			office address	
firm				
nhana				
phone				
email				
please tick				
	2 May			The Brewery, Chiswell Street, London EC1
30) June	IFAs, mortgage and insurance intermediaries		Weetwood Hall, Leeds
6 (October	life, investment, banking and insurance firms		Hilton Hotel, 1 William Street, Glasgow
25	5 October	life, investment, banking and insurance firms		Culloden Hotel, Holywood, near Belfast
27	7 October	banking firms		Barbican Conference Centre, London
10) November	insurance firms		Barbican Conference Centre, London
1[December	life and investment firms		Barbican Conference Centre, London

ask ombudsman news

electronic consumer leaflet for internet customers?

an internet-based banking firm emails ...

We are an internet bank and would like to know whether – if we receive any customer complaints – we would still have to send customers the printed, hard copy version of your consumer leaflet *your complaint and the ombudsman*, even though any complaints would be made to us via email. Would it be possible for us to send these customers an electronic version instead?

A Firms like yours – where all your business is conducted electronically and any customer complaints are made only by email – may find it easier to send customers a hypertext link to the web version of our consumer leaflet, available on our website (www.financial-ombudsman.org.uk). We recommend using the link because sending the leaflet as an electronic attachment may not be practical – your customer might not have the software necessary to open and read the document.

Firms whose operations are not solely internetbased should continue to use the official hard copy version of the leaflet, which should be posted to the customer with the final response letter. Details of how to order supplies of the leaflet are on the publications pages of our website, while the technical briefing pages include our briefing note, *Telling your customers about the Financial Ombudsman Service*, which gives information about firms' use of the leaflet. To order copies of our consumer leaflet, see the publications pages of our website – <u>www.financial-</u> ombudsman.org.uk

your complaint and the onbudsman

dealing with complaints where the customer was given 'basic advice' an IFA writes ...

How will the ombudsman service deal with complaints about the sale of a stakeholder product through the *basic advice* process?

A We will assess the complaint on the understanding that the customer received *basic advice*. We will not, for instance, expect the adviser to have completed a *factfind*, nor to have made detailed enquiries in order to know the customer.

We are already used to dealing with many complaints about products where there are no *suitability* or *know your customer* requirements. In such cases – so long as customers are not misled – we expect them to be responsible for their own choice. As with complaints about other products, we will take FSA rules and guidance into account. We will also look at good industry practice.

ombudsman news is published for general guidance only. The information it contains reflects our policy position at the time of publication. This information is not legal advice – nor is it a definitive binding statement on any aspect of the approach and procedure of the ombudsman service.