



# Ombudsman Connect for Business: Terms of use

**Prepared by the  
Financial Ombudsman Service**

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## About these Terms

These Terms of Use (“Terms”) apply to the use of the Financial Ombudsman Service Limited’s (“we/ our/us”) online portal (“Ombudsman Connect for Business”).

Ombudsman Connect for Business is provided to simplify and improve the flow and availability of information, and to be used as the primary method for respondent business to share case information with us, in relation to the Ombudsman Scheme which we run under the statutory powers granted to us under the Financial Services and Markets Act 2000 (the “Scheme”).

Accordingly, these Terms cover the rules we have set for the use of Ombudsman Connect for Business. They do not create any contract between us relating to the provision of the Scheme or in relation to the determination of any complaint considered under the Scheme.

## Who these Terms apply to

These Terms apply to the use of Ombudsman Connect for Business by individuals on behalf of a respondent business. A respondent business is a financial organisation against whom a complaint has been made which falls to be considered under the Scheme.

## Modification of Terms

We may modify the Terms from time to time. If we do so, you will see this clearly when you next log in to use Ombudsman Connect for Business. Any subsequent use of Ombudsman Connect for Business by you will be treated as acceptance of those modified Terms.

## Availability and performance of Ombudsman Connect for Business

Ombudsman Connect for Business is provided on an ‘as is’ basis. We make no guarantees or warranties regarding the performance of Ombudsman Connect for Business, and all implied warranties and conditions are excluded to the fullest extent permitted by law.

In particular:

- We do not guarantee that Ombudsman Connect for Business, or any content on it, will always be available or be uninterrupted. The performance of Ombudsman Connect for Business is variable. It might run slow from time to time.
- We do not guarantee that Ombudsman Connect for Business will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform, to access Ombudsman Connect for Business. You should use your own virus protection software, and keep it regularly updated and maintained in line with good industry practice.

We may suspend, withdraw or restrict the availability of all, or any part of, Ombudsman Connect for Business without notice or liability. Some users will be registered as an ‘administrator’ on behalf of the respondent business they represent. Administrators can register and terminate the accounts of users from their respondent business. The administrator acknowledges that they are duly authorised by the respondent business to take such actions. We have no liability for any registration, termination or suspension of accounts by an administrator. The respondent business is ultimately liable for the actions of its administrator and authorised users on Ombudsman Connect for Business. The respondent

business must ensure it has appropriate controls in place to monitor use of Ombudsman Connect for Business by its administrators/authorised users.

## **Use of Ombudsman Connect for Business**

You must not use this Ombudsman Connect for Business for any purpose that is unlawful or prohibited by these Terms, or not permitted by any statute, regulation or any other law, including, and not limited to, the Computer Misuse Act 1990.

You must keep the login details you need to access Ombudsman Connect for Business secure. You must only access Ombudsman Connect for Business if you have the appropriate approvals from the respondent business and/or its administrator. You must not disclose your login details to anyone or otherwise allow anyone to access Ombudsman Connect for Business using your login details. You must notify us immediately if you believe your login details have been compromised.

You must not misuse our site by knowingly introducing viruses, or other material that is malicious or technologically harmful. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. You must not attempt to gain unauthorised access to Ombudsman Connect for Business, or any system, server, cloud system, computer or database connected to Ombudsman Connect for Business.

## **Information on Ombudsman Connect for Business**

The content on Ombudsman Connect for Business is provided for general information only and is not intended to amount to advice or information on which you should rely.

Where Ombudsman Connect for Business contains links to other sites and resources provided by third parties, these links are for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents or accuracy of those sites or resources.

Ombudsman Connect for Business may include information and materials uploaded by other users of Ombudsman Connect for Business. Information and these materials have not been verified or approved by us. The views expressed by other users on Ombudsman Connect for Business do not represent our views or values.

## **Our rights in Ombudsman Connect for Business**

We and our licensors own all the intellectual property rights in Ombudsman Connect for Business (including in relation to text, graphics, logos, icons, sound recordings, software and source code). You shall not acquire any rights of ownership such as intellectual property rights. Your right to use such intellectual property rights is limited to the extent that such use arises automatically in the valid use of Ombudsman Connect for Business in accordance with these Terms.

## **Ownership of content**

You retain all of your ownership rights for the content you upload to Ombudsman Connect for Business, but we are entitled to access and use the information you provide to us through Ombudsman Connect for Business in relation to the specific complaints to which they relate.

You are responsible for any content you use, download, reproduce, modify from Ombudsman Connect for Business and agree to keep such content safely and securely to prevent any loss, disclosure, theft, manipulation or interception of such content.

## **Liability**

To the fullest extent permitted by law, we will not be liable for any loss or damage, however caused (including through negligence), which any person or entity may directly or indirectly suffer in connection with, or arising from, your use of Ombudsman Connect for Business, or any linked content, or your use of or reliance on information contained on or accessed through this Ombudsman Connect for Business.

## **Indemnity**

The Respondent Business shall indemnify us against all actions, claims and demands (including the cost of defending or settling any action, claim or demand) which may be instituted against us arising out of a failure by you, or by any person or entity, using your login information (whether or not you have authorised that person to use your login information) to comply with these terms of use.

## **Administrators**

Respondent businesses are responsible for ensuring that all persons who access Ombudsman Connect for Business are aware of these terms of use and comply with them at all times.

Administrators shall only allow access to persons directly employed or engaged by their organisation and shall be responsible for regularly monitoring for any improper or unauthorised access. Administrators shall promptly terminate any account of a person no longer employed or associated with the administrator's organisation.

We will not be liable for any loss suffered by an administrator's act or omission in connection with Ombudsman Connect for Business.

## **Privacy policy**

[Our privacy notice](#) sets out how you can expect us to use your information when you use Ombudsman Connect for Business.

## **Third party rights**

These terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the terms of use.

## **Disputes**

Any disputes relating to these terms shall be determined under the laws of England and Wales.

The respondent business and the Financial Ombudsman Service agree to designate a senior representative to negotiate in good faith any dispute within 30 calendar days after a party

provides written notice to the other party of the dispute. The parties agree to negotiate in good faith in the first instance before proceeding with any legal action.

Any litigation of such a dispute must be raised in the courts of England and Wales.