

DISPUTE RESOLUTION: COMPLAINTS (PAYMENT PROTECTION INSURANCE COMPLAINTS) (VOLUNTARY JURISDICTION) INSTRUMENT 2017

Powers exercised by the Financial Ombudsman Service

- A. The Financial Ombudsman Service Limited fixes and varies the standard terms for the Voluntary Jurisdiction as set out in the Annex to this instrument in the exercise of the following powers and related provisions in the Financial Services and Markets Act 2000:
- (1) section 225 (the scheme and the scheme operator);
 - (2) paragraph 8 (Guidance) of Schedule 17;
 - (3) paragraph 18 (Terms of reference to the scheme) of Schedule 17; and
 - (4) paragraph 22 (Consultation) of Schedule 17.
- B. The fixing and varying of the standard terms is subject to the approval of the Financial Conduct Authority.

Approval by the Financial Conduct Authority

- C. The Financial Conduct Authority approves standard terms fixed and varied by the Financial Ombudsman Service Limited in this instrument.

Commencement

- D. This instrument comes into force on 29 August 2017.

Amendments to the Handbook

- E. The Dispute Resolution: Complaints sourcebook (DISP) is to be amended in accordance with the Annex to this instrument.

Citation

- F. This instrument may be cited as the Dispute Resolution: Complaints (Payment Protection Insurance Complaints) (Voluntary Jurisdiction) Instrument 2017.

By order of the Board of the Financial Ombudsman Service Limited
26 July 2017

Approved by the Board of the Financial Conduct Authority
20 July 2017

Annex

Amendments to the Dispute Resolution: Complaints sourcebook (DISP)

In this Annex, underlining indicates new text.

2 Jurisdiction of the Financial Ombudsman Service

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2.8 Was the complaint referred to the Financial Ombudsman Service in time?

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Payment protection insurance complaints

2.8.8 **G** If a *complaint* relates to the sale of a *payment protection contract*, knowledge by the complainant that there was a problem with the sale of the *payment protection contract* generally (for example where there has been a rejection of a claim on the grounds of ineligibility or exclusion, or the complainant has received a customer contact letter explaining that they may have been mis-sold) would not in itself ordinarily be sufficient to establish for the purposes of the three-year time period in *DISP 2.8.2R(2)* that the complainant had become aware (or ought reasonably to have become aware) that he or she had cause for complaint in respect of a failure to make the disclosure set out at *DISP App 3.3A.2E* (relating to failure to disclose commission).

2.8.9 **R** (1) In addition to *DISP 2.8.1R* and *DISP 2.8.2R*, unless one or more of the conditions in (2) below is met, the *Ombudsman* cannot consider a *complaint* which:

- (a) relates to the sale of a *payment protection contract* that took place on or before 29 August 2017; and
- (b) expresses dissatisfaction about the sale, or matters related to the sale, including where there is a rejection of claims on the grounds of ineligibility or exclusion (but not matters unrelated to the sale, such as delays in claims handling or administrative matters such as taking the incorrect amount of premium).

(2) The conditions are that:

- (a) the complainant referred the *complaint* to the *respondent* or to the *Financial Ombudsman Service* on or before 29 August 2019 and has a written acknowledgement or some other record of the *complaint* having been received; or
- (b) in the view of the *Ombudsman*, the failure to comply with the

time limit in (2)(a) was as a result of exceptional circumstances; or

(c) the respondent has consented to the Ombudsman considering the complaint where the time limit in (2)(a) has expired (but this does not apply to a “relevant complaint” within the meaning of section 404B(3) of the Act); or

(d) the complaint:

(i) is made on or after 29 August 2019;

(ii) relates to the sale of a payment protection contract that was live as at 29 August 2017;

(iii) is made following a full or partial rejection of a claim on or after 29 August 2017 on the grounds of ineligibility, exclusion or limitation

and this condition applies only to the extent that the complaint relates to those grounds of rejection.

2.8.10 G Where a complaint meets the requirements of DISP 2.8.9R(2)(d), those parts of the complaint that relate to the grounds of rejection of the claim are not subject to the restriction in DISP 2.8.9R(1) on an Ombudsman considering the complaint.