



<u>Decision Ref:</u>	2018-0091
<u>Sector:</u>	Banking
<u>Product / Service:</u>	Mortgage
<u>Conduct(s) complained of:</u>	Failure to process instructions in a timely manner Dissatisfaction with customer service
<u>Outcome:</u>	Rejected

LEGALLY BINDING DECISION OF THE FINANCIAL SERVICES AND PENSIONS OMBUDSMAN

Background

The Complainants have a mortgage loan account with the Provider relating to two secured properties, one in a Rural area and one in Dublin. Having fallen into arrears in relation to the loan account, the Complainants agreed to the voluntary sale of the Rural property. An agreement was reached with the Provider to allocate funds to repair the mortgaged property prior to its sale. The Complainants are unhappy with the terms of the Provider's agreement to allocate funds to repair of the mortgage property. The Complainants also feel that the Provider should use its own builders to complete the work. The Complainants have alleged that the Provider has not been supportive during this time and has exacerbated health issues suffered by the first Complainant. The Complainants also alleged that the Provider posted letters to an incorrect address.

The Complainants' Case

Complaint 1

In an original complaint made in 2009 to this office, the first Complainant states that she was not informed of the interest that was accumulating on her current account with the Provider. A related complaint was also raised in 2010 about the conduct of the Provider in granting an overdraft on the first Complainant's bank account without discussing the matter with her beforehand and in failing to supply her with any statements regarding her overdraft. The first Complainant suggests that she was never informed of the interest rate on the account. As a result of not receiving any correspondence, the first Complainant was

very concerned that interest had accumulated on the account. She requested a detailed breakdown of the bank statements relating to account from the period 2004 to 2009. By letter dated 29 January 2010, the first Complainant explains that she was receiving treatment in 2004 for cervical cancer shortly after her husband died. She notes that difficulties arose with her health insurer and she was informed that the treatment she was receiving could not be continued. She explained the situation to a manager of the Provider who advised her to go ahead with the medical treatment and told her that she would be given an overdraft. The first Complainant states that there was no more contact with the Provider until early 2009 at which time she received her first correspondence stating that she owed a sum of €46,140.43. The first Complainant states that she had never been contacted by the Provider in the previous five years regarding the debt and had not been previously informed regarding the limit of the overdraft or given any information regarding the interest rate of the account or the interest accruing on the account. The statement received in 2009 suggests that interest had accrued on the account in the sum of €15,715.49. The complaint notes that the first Complainant advised the bank manager in 2004 that she was seriously ill with cancer and that her husband recently died and so she was in a very vulnerable position at the time the debt occurred.

This complaint was withdrawn in June 2010 as it became apparent that legal proceedings had been issued in relation to the debt in question.

Complaint 2

In 2015, the Complainants made a further complaint to this office in relation to their dealings with the Provider. They indicated that the Provider could have been more supportive in not dictating the sale of their house on the Provider's terms. The Complainants state that the Provider offered €35,700 to repair the property to make it suitable for putting up for sale but only on the Provider's terms. These terms included: certified builders; quotations from all builders; and registered builders. The Complainants state that all of the above was supplied to the Provider and it agreed to a quote of €35,700 to repair the property. The Complainants indicate that the problem was that no builder would take on the work until the Provider released the money but the Provider would not provide the money first, meaning that the builders could not be paid and so would not do the work. The Complainants suggest that had the Provider employed its own builders as they had suggested or released the money to pay the builders to repair the house, then the house would now be up for sale and the Provider would be closer to getting money to repay the mortgage. The Complainants suggest that all of this has caused severe stress over the last number of years, that they have kept in constant contact with the Provider, and had been paying instalments of the mortgage for six years which ceased 18 months previously (approx. mid 2013). The first Complainant indicates that she is over 70 years old and has been suffering from ill health over the past number of years, this, she says, was supported by doctors letters to the Provider. The Complainants query why the Provider does not see the logic in releasing the money to repair the property so it can be sold and the mortgage subsequently reduced. They note that if the house is not sold there will lose over €700,000 and be at risk of losing their family home in Dublin which they had re-mortgaged against the Rural property. The Complainants explain that they received a loan in relation to the Rural property which is charged against the Dublin property. They indicate that the building of the

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Rural property collapsed and they were unable to live in it. They are in an ongoing situation involving solicitors which has provided them with no results.

By letter dated 31 August 2017, in relation to the 2007 loan, the first Complainant indicates that no explanation of the client retainer and authority was given by the solicitor. In relation to the letter of approval dated 28 September 2007, she notes that the listed mortgage property is just the Rural property and that the estimated value of €1,000,000 does not reflect the valuation report which indicates a value of €700,000. She states that the investment property was not owned for one year prior to the cheque issue, which was a requirement. She also queries how the Provider could approve a €670,000, 25 year mortgage to a 65-year-old lady whose only income was €196 per week under state disability allowance and a 23-year-old student who had no income. She queries how a monthly repayment of €2,652.80 could ever have been envisaged as sustainable. She expresses concern about the advice and conduct of both the mortgage broker and the solicitor in these matters and the financial suitability of the arrangements that were put in place. The first Complainant indicates that her solicitor did not explain the terms and conditions of the acceptance of loan offer. She suggests that the valuation report dated 24 September 2007 is wholly inadequate and missing substantial information to determine a valuation of €600,000. She indicates that the stated rental income of €1,000 per month is completely unrealistic. She queries whether mortgage protection insurance should have been required given her age profile. She further notes that she has not been kept up-to-date on arrears by the Provider as required on a three monthly basis but because she is in seriously poor health she has not been in a position to follow up on the lack of contact.

By letter dated 21 December 2017, the first Complainant again queries why the Provider estimated the value of the property at €1,000,000 in a letter of approval dated 28 September 2007 despite the valuation report indicating a value of €700,000. Furthermore the first Complainant again suggests that the valuation report dated 24 September 2007 was wholly inadequate and queries how such a valuation report would be acceptable to the Provider taking security over the property.

The Provider's Case

Complaint 1

By letter dated 22 June 2017, the Provider stated that the first Complainant's current account was the subject of court proceedings in 2009 and 2010. It suggests that judgement was awarded against the first Complainant in the sum of €46,140.43 and that the judgement was registered as a judgement mortgage. Copies of the relevant legal documentation were provided in evidence to this office. Therefore I do not propose to comment further on this issue.

Complaint 2

In a final response letter dated 3 December 2015 in relation to the 2015 complaint, the Provider states that it received correspondence from the Complainants' solicitors on 28 May 2013 including a proposal whereby they sought consent from the Provider to voluntarily sell

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the Rural property. They also sought consent from the Provider to carry out necessary repairs to the property to maximise the sale price. The proposal suggested that this could be subject to the Provider verifying the position independently and that the amount due to the builder could be paid from the proceeds of sale.

The Provider states that the proposal was referred to the asset management unit for review and the Provider responded on 5 June 2013 explaining that would not be possible to lend further monies to pay for the repairs.

Further correspondence was received by the Provider on 26 September 2013 again seeking consent to carry out repairs to the property and pay the builder from the gross sales proceeds. The Provider states that it agreed to consider the proposal on receipt of additional information, highlighting that this was on an exceptional basis. A valuer was instructed to carry out a full valuation of the property. By letter dated 27 February 2014 the Provider indicated its agreement with the proposal that the builders costs be paid from the sale proceeds in line with the proposal initially received by the Complainants' solicitors. The Provider indicates that the amount agreed by it for completion of the repairs was based on the quotation received from the builder selected by the Complainants.

The Provider states that it received a letter from the Complainants' solicitor dated 12 March 2014 querying aspects of the sale and the Provider agreed to the sale of the property as mortgagee in possession as proposed by the Complainants' solicitor. The Provider states that it is not its practice to employ a builder and cover the costs of building work on behalf of a customer. The Provider states that it acknowledged the first Complainant's health difficulties and at all times showed empathy. The Provider also states that it was willing to engage with the Complainants' solicitors throughout the assessment of the proposal. Furthermore it assessed and agreed to the proposal put forward by the solicitor as an exceptional case to assist the Complainants in selling the property and resolving the matter.

In relation to a complaint that had been made over the phone by the first Complainant in relation to a correspondence address, the Provider states that the Rural address was the nominated correspondence address for the mortgage since the loan was drawn down in 2007. The Provider notes that as the loan is held in joint names, consent from both parties is required to change the correspondence address. In relation to the first Complainant's comments that correspondence was also issued to her at the Dublin address, the Provider notes that it can issue correspondence to the property address the mortgage account relates to and suggests that correspondence was issued to this address on an ad hoc basis as a gesture of goodwill. In relation to the accuracy of the Rural address, the Provider notes that it has been sending correspondence to the address as set out in the application form for the loan and the deed supplied by the Complainants' solicitor.

By letter dated 22 June 2017 in response to queries raised by this Office, the Provider reiterates many of the points made in the final response letter above. It states that confirmation was received from the Complainants' solicitor advising the loan funds being drawn down from the Provider were to be used for the purchase of the investment property in Dublin. The loan fell into arrears on 24 April 2008 and the last customer lodgement was received on 9 October 2013. The Provider notes that the minimum sale price of €175,000 for the Rural property that was advised by it as a term of the agreement relating to the repair

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works and that this sale price was based on the estimated valuation of the property dated 20 February 2014 following completion of the proposed works. In terms of the conditions that it applied to the proposed agreement for repairs in its letter dated 27 February 2014 (i.e. minimum sale price, no additional funding, and funding only on receipt of sale proceeds), the Provider sets out its view that the conditions are not unreasonable and are in line with the proposal submitted by the Complainants.

The Provider notes that the proposal to repay the builder for the work completed was first made by the Complainants' solicitor, and the figure based on quotations received from the builder chosen by the Complainants. The Provider expresses its view that it acted in the best interests of the Complainants by considering and agreeing to the proposal to enable them to obtain the best possible sale price for the property which would in turn assist with their financial difficulties.

The Provider states that it appreciates that this is a difficult time for the Complainants and it therefore endeavoured to facilitate the Complainant by agreeing to the proposal put forward by their solicitor. The Provider suggests that of the total repayments due on the loan account since its drawdown in October 2007 of €125,412.04, payments received have amounted to only €37,443.93. The Provider notes that correspondence was sent to the Complainant on the 24 February 2017 apologising for its failure to send the Complainants information every three months in relation to the arrears balance of their account as required under the Consumer Protection Code. The Provider has offered the Complainants an ex gratia payment in the amount of €500 for this shortcoming.

By letter dated 28 November 2017, the Provider responded to further issues raised by the Complainants. The Provider suggests that any queries in relation to an explanation of the client retainer or acceptance of the loan offer are matters between the Complainants and their solicitor. The Provider states that the mortgage was secured against both the Rural and the Dublin properties and that the estimated valuation of €1,000,000 related to both properties. The Complainants noted a requirement for applicants to have owned an investment property for one year prior to the cheque issuing and states that this was not the case. The Provider states that correspondence was received from the Complainants' solicitor dated 16 October 2007 which confirmed that the first Complainant owned an investment property for 12 months. The Complainants queried how the facility was approved as the first Complainant was 65 years old at the time with a weekly income of €196. The Provider states that it received a signed form completed by the first Complainant advising her annual income for tax purposes was €100,000 as part of the mortgage application and that it accepted all documentation in good faith. The Provider notes that the mortgage protection policy does not form part of mortgage repayments and in October 2007, the Provider received a mortgage protection insurance waiver completed by the Complainants. The Provider states that the offer remains open to the Complainants.

In response to a further query raised by the Complainants as to why the estimated value is listed at €1,000,000 despite the valuation report indicating of €700,000 value, the Provider responded by letter dated 26 January 2018 that two properties were secured against the Complainants' loan account. A valuation dated 24 September 2007 pertaining to the Rural property was for €600,000 and valuation dated 18 September 2007 pertaining to the Dublin

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property was for €597,000. The Provider states that the valuation for the Rural property was carried out by a qualified professional who is an active member of the Provider's panel of valuers.

Decision

During the investigation of this complaint by this Office, the Provider was requested to supply its written response to the complaint and to supply all relevant documents and information. The Provider responded in writing to the complaint and supplied a number of items in evidence. The Complainants were given the opportunity to see the Provider's response and the evidence supplied by the Provider. A full exchange of documentation and evidence took place between the parties.

In arriving at my Legally Binding Decision I have carefully considered the evidence and submissions put forward by the parties to the complaint.

Having reviewed and considered the submissions made by the parties to this complaint, I am satisfied that the submissions and evidence furnished did not disclose a conflict of fact such as would require the holding of an Oral Hearing to resolve any such conflict. I am also satisfied that the submissions and evidence furnished were sufficient to enable a Legally Binding Decision to be made in this complaint without the necessity for holding an Oral Hearing.

A Preliminary Decision was issued to the parties on 7 June 2018 outlining my preliminary determination in relation to the complaint. The parties were advised on that date, that certain limited submissions could then be made within a period of 15 working days, and in the absence of such submissions from either or both of the parties, within that period, a Legally Binding Decision would be issued to the parties, on the same terms as the Preliminary Decision, in order to conclude the matter.

This office received an additional submission from the Complainant dated 19 June 2018, a copy of which was furnished to the Provider for its consideration. No further submission was received from the Provider.

In that submission, the Complainant queries if this Office had sufficient evidence to arrive at its decision. I am satisfied that the evidence submitted by the parties was sufficient to allow me to arrive at a legally binding decision.

Nothing in the Complainant's submission of 19 June 2018 alters my view as set out in my Preliminary Decision.

Following the consideration of the Complainant's additional submission, my final decision is set out below.

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Complaint 1

I have examined the documentation submitted by the Provider in relation to the judgement entered by it against the first Complainant in 2010, I accept that the legal proceedings in question have determined the matter that was the subject of the initial complaint of the first Complainant to this Office. As the matter has now been determined by the Court and I am not in a position consider the matter further.

Complaint 2

I have carefully considered all of the documentation and recordings of telephone calls submitted by the parties in relation to the loan account in question provided in evidence.

The letter of approval dated 28 September 2007 notes a loan amount of €670,000 and a term of 25 years. The valuation of the property is expressed to be €1,000,000. The loan was to be secured on both the Rural property and the Dublin property. It appears therefore that the €1,000,000 valuation relates to the combined valuations of both properties. The loan offer was accepted by the Complainants on 10 October 2007. The client retainer and authority was signed by the Complainants on 5 October 2007 in relation to their solicitor's undertaking. The valuation report prepared for the Provider indicates a valuation for the Rural property of €600,000 with an estimated rental income of €1,000 monthly.

There is much correspondence between the Provider and various persons acting on behalf of the Complainants, including solicitors, in relation to arrears building up on the loan account in the period 2010 to 2013. It appears that possession proceedings had been issued in relation to the Rural property in 2009, and were adjourned generally with liberty to re-enter in 2011. In the course of correspondence, the health difficulties of the first Complainant were brought to the attention of the Provider and acknowledged by the Provider.

The Provider engaged with the Complainants in relation to their arrears and various arrangements were made in relation to repayment.

It further appears from the relevant documentation that the Complainants took legal proceedings against the builder of the Rural property for damage to the property. These proceedings were successful and that the Complainants were awarded approximately €45,000 in compensation, though it is unclear whether this money was paid. An internal note submitted by the Provider suggests that as of October 2013, while judgement had been registered against the builder and the Complainants' solicitor was pursuing the builder, no funds had been paid at that point.

Turning to the agreement in relation to repairs to the Rural property which forms the substance of the present complaint, I have examined all the correspondence passing between the Complainants' solicitors and the Provider. By letter dated 28 May 2013, the Complainants' solicitors indicated that the Complainants wished to proceed with the voluntary sale of the Rural property. The letter noted that the property was in a very bad state of repair with serious damage inside and one ceiling had fallen in. They requested the Provider to consider a proposal whereby the property would be repaired in full prior to a

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sale proceeding because in its current state it was likely to obtain a reduced sale price that was neither in the interests of the Complainants or the Provider. The letter indicates that the Complainants have no funds to proceed with the said repairs and seeks the consent of the Provider to pay for the said repairs from the proceeds of sale. After an initial negative response from the Provider, the Complainants' solicitors wrote again on 26 September 2013, requesting the Provider's consent to the repairs, noting that the difference in sale price could be as much as €100,000 with the repairs complete and that the Complainants would not be agreeable to be liable in respect of the reduction in the sale price that would otherwise be achieved if the property was put into a good saleable condition.

The Provider responded by letter dated 11 October 2013 noting that it does not usually consider proposals of this nature but on an exceptional basis it would consider the request further on receipt of a schedule of proposed works, a builder's estimate of the cost of the proposed works, and written proposed terms of engagement for the contractor to include payments for works and materials.

The Provider noted that it would require an independent valuer to inspect the property to determine its current value and its value on completion of proposed works. By letter dated 22 November 2013, the Complainants' solicitors provided a valuation report for repairs in the sum of €35,535.75 and suggested that the works could mean a differential of between €100,000 and €120,000 in the sale price.

By letter dated 27 February 2014, the Provider confirmed that it was agreeable to the Complainants' proposal to discharge the builders cost of €35,535.75 to complete the schedule of works to the mortgage property from the sale proceeds subject to the following terms and conditions:

- that the property achieve the minimum sale price of €175,000;
- that the Provider will not be in a position to fund any additional works including cost overruns should they arise; and
- funds can only be released to the builder when the solicitors' office is in receipt of sales proceeds.

The Complainants' solicitors responded by letter dated 12 March 2014 noting concerns with the terms proposed by the Provider. They suggested that the Provider's requirement that the property not be sold for less than €175,000 places the builder entirely at risk for payment. The letter asked the Provider to agree to execute a Deed of Transfer as mortgagee in possession to allow the Complainants' to voluntarily surrender the property at an appropriate time to allow the sale. By letter dated 29 May 2014, the Provider agreed to proceed with the sale as mortgagee in possession subject to the completion of the proposed works within three months of the date of the letter and confirmation from the selling agent that the property has been advertised for sale immediately on completion of all works. The Provider was unwilling to amend its €175,000 minimum sale price.

At the time when the Provider agreed that repairs could be carried out to the Rural property out of sale proceeds, the Complainants' loan account was already in arrears. The Provider was under no obligation to agree to fund the repair work that the Complainants suggested

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were necessary prior to the sale of the property. In making an exceptional decision to agree to fund the repairs, the Provider was at liberty to place conditions on its agreement, which the Complainants were free to accept or not accept. I note that the Provider has stated that it does not provide its own builders to carry out repairs to mortgaged properties. I further note that the value of the repairs agreed by the Provider was based on a valuation report provided by the Complainants themselves. I also note that the provider's agreement that the builder would be repaid out of the sale proceeds was based on the terms of the proposal of the Complainants' own solicitors. For these reasons, it would not be reasonable for me to uphold any aspect of the complaint regarding the terms and conditions of the Provider's agreement to fund repairs to the Rural mortgage property.

I have not been provided with any evidence to support the complaint that the Provider was unsupportive of the difficulties, both financial and health, faced by the first Complainant during this period. The fact that the Provider agreed on an exceptional basis to fund the relevant repairs is, to my mind, illustrative of a reasonable and proper attitude. It would not be reasonable for me to uphold this aspect of the complaint.

I have also considered in detail the written records and audio recordings of many telephone calls between the first Complainant and the Provider. It is clear that the first Complainant has felt frustration that certain questions that she raises cannot be answered by the Provider and by the department of the Provider that she has contacted. The records also indicate a belief on the part of the first Complainant that calls are not returned. It is also clear, however, that the various personnel of the Provider in contact with the first Complainant have tried to assist her in the best way they can, and as patiently as possible, and have attempted to redirect her to other departments within the Provider where appropriate or ask her to reformulate her requests when they cannot understand them. While I appreciate the frustration of the first Complainant where she is passed between departments, the records that I have been provided with suggest that the Provider has endeavoured to address her queries as best it can. It further seems to me that some queries raised (such as where the proceeds of a previous property sale went to at the time of the loan drawdown) are really matters to be addressed with the solicitor acting on her behalf in that transaction rather than the Provider.

As regards the more recent issues raised by the Complainants in their correspondence with this Office, I note that many of these issues relate to advice and assistance provided to the Complainants by their solicitors or mortgage brokers at the time that the loan agreement was entered into. The Provider is not responsible for ensuring, for example, that the Complainant understood the terms of the client retainer or indeed the terms and conditions of the loan account as these agreements should have been explained to them by their solicitors and the loan acceptance signed by the Complainants indicates that they were. I accept that the Provider was entitled to rely on the documentation submitted to it on behalf of the Complainants. I have examined this documentation which includes confirmation:

- that the first Complainant owned an investment property for 12 months prior to drawdown;
- had an annual income of €100,000 per annum; and

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- that the Complainants waived the opportunity to set up a mortgage protection insurance policy on the basis that the Rural property was not their principal residence.

If any of these confirmations made by the Complainants were incorrect, these are not complaints that can be directed at the Provider.

I note the Complainant in her submission of 19 June 2018, again raises the issue of whether the information provided in relation to the Applicant's income in support of the loan application was "*authentic*".

This is not a complaint that can be directed at the Provider and I make no finding in relation to this matter.

In relation to the adequacy or otherwise of the valuation report obtained in relation to the Rural property at the time of the loan drawdown, I note that there is no obligation owed by a secured lender to investigate the adequacy of security offered, except for its own purposes. This means that there is no duty owed to the Complainants in this case to ensure that a valuation report provided to the Provider in relation to a property offered as security for a loan is accurate or reasonable. While more recent legislation imposes obligations on lenders to ensure the affordability of credit provided and to ensure the capacity of proposed borrowers to repay mortgage loans, the relevant regulations did not apply in 2007 when the Complainants drew down the loan in question. For this reason I do not intend to uphold the complaint made in relation to the alleged inadequacy of the valuation report in respect of the Rural property.

The Complainants have suggested that correspondence was sent to the Rural property when it should have been sent to the Dublin property. They have further complained that the incorrect address has been used in relation to the Rural property. I accept on the basis of documentation submitted by the Provider that the Rural address was the correspondence address nominated by the Complainants when the loan was drawn down. It appears that correspondence is now being sent to the Dublin address and the address of the Rural property has been changed as requested. In these circumstances, I do not propose to uphold this aspect of the complaint.

Finally, I note from the documentation submitted that regular arrears letters were not sent to the Complainants every three months to update them in relation to the amount of their arrears as required under the Consumer Protection Code 2012. I further note that the Provider has acknowledged this shortcoming, has apologised for same, and has offered the Complainants an ex gratia payment of €500 in compensation. This offer remains open. I note that there was ongoing communication between the parties during the relevant period, such as in relation to the proposed voluntary sale of the Rural property.

While the Complainants may not have been aware of the exact amount of the arrears on any given day, they were aware that the arrears were increasing on the loan account as no repayments were being made at the relevant time. In light of that continued correspondence, and in light of the acknowledgement, apology and offer of compensation,

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I consider that the Provider has reasonably responded to this aspect of the complaint and on the basis that this offer of €500 remains available to the Complainants, I do not propose to uphold this aspect of the complaint.

I acknowledge that the Complainants have had a very difficult time since the loan was drawn down in October 2007, including bereavement, continuing health difficulties and significant financial pressures. I note that they were forced to issue legal proceedings in relation to the faulty construction of the Rural property which has likely reduced the value of that property which has no doubt been extremely disappointing and to Complainants. While it appears that judgement has been entered by them against the relevant builder, it is unclear if that judgement has been satisfied. I further note that the Complainants have raised issue in relation to their advisers with regard to the advice and assistance they received in drawing down the loan in October 2007. The Complainants may wish to seek information from those advisers, such as in relation to where the sale proceeds of the previous property were directed.

The Complainants may also wish to follow up with those advisers concerning many of the complaints made to this office as this office can only deal with complaints against regulated Financial Service Providers. However, the Provider against which this complaint is made cannot be held responsible for these matters. In particular, the Provider was entitled to rely on the documentation furnished by the Complainants and the solicitors and brokers acting on their behalf in approving the loan proposal in 2007. Furthermore, it is my view that the Provider has attempted to assist the Complainants in relation to their arrears situation by agreeing to earlier repayment proposals and in approving their proposal to fund repairs to the Rural property to increase its sale value. It is regrettable that, for various reasons, none of these steps have improved the situation that the Complainants face.

In light of all of the considerations set out above, I do not uphold this complaint.

Conclusion

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

The above Decision is legally binding on the parties, subject only to an appeal to the High Court not later than 35 days after the date of notification of this Decision.

**GER DEERING
FINANCIAL SERVICES AND PENSIONS OMBUDSMAN**

17 July 2018

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Pursuant to *Section 62 of the Financial Services and Pensions Ombudsman Act 2017*, the Financial Services and Pensions Ombudsman will publish legally binding decisions in relation to complaints concerning financial service providers in such a manner that—

(a) ensures that—

- (i) a complainant shall not be identified by name, address or otherwise,
 - (ii) a provider shall not be identified by name or address,
- and

(b) ensures compliance with the Data Protection Regulation and the *Data Protection Act 2018*.

