An tOmbudsman Seirbhísí Airgeadais agus Pinsean
Financial Services and Pensions Ombudsman

Decision Ref:	2018-0218
Sector:	Banking
Product / Service:	Investment/buy to Let Mortgage
Conduct(s) complained of:	Arrears handling - buy-to-let
Outcome:	Rejected

LEGALLY BINDING DECISION OF THE FINANCIAL SERVICES AND PENSIONS OMBUDSMAN

Background

The Complainants state that in June 2007 they were approved for a bridging facility, in circumstances in which they state the loan should not have been sanctioned. The First Complainant has advised that the bridging facility was provided in order to support a separate entity, the "Partnership", to which she had no connection with, no involvement with, and was not a partner of. The bridging facility was secured against two properties, which at the time, were subject to a separate loan facility.

The Complainants are adamant that the bridging facility should not have been granted as they state that they did not have sufficient repayment capacity to either service the bridging facility or to repay the loan. The First Complainant argues that the Provider failed to obtain relevant financial information from her prior to the loan being sanctioned. She states, furthermore, that she was never advised to obtain independent legal advice in relation to the facility. The Complainants maintain that they were coerced into taking out the loan facility and are of the view that the extension of the loan by the Provider amounted to reckless lending. They point out that the Provider failed to obtain any property valuation statements for the secured properties and also failed to obtain information regarding the rental income of each property. The Complainants submit that the Provider's actions resulted in an initial debt of €173,000 being replaced with a debt of €380,000.

The Complainants also contend that the Provider failed to maintain the secured properties while they were being controlled by the Receiver, who was appointed by the Provider in 2009.

The Complainants' Case

The complaint is that the Provider was reckless in sanctioning a bridging facility to the Complainants, which has caused consequential financial loss to the Complainants.

The First Complainant insists that she did not enter into any agreements with the Provider regarding, what she describes as *"my home"* [Folio No. *****461*)], and believes therefore that the Provider has no legitimate claim over her property.

In her letter to the Financial Services and Pensions Ombudsman dated the 27 August 2018 the First Complainant stated the following-

> *"It is my belief that* [the Provider] *had no legitimate claim on my property as I did not execute any agreements or contracts specifically in relation to it and they have acted negligently in burdening it with significant debt and subsequent sale by receiver."*

The Provider's Case

The Provider rejects the complaint and strenuously denies the allegation of reckless lending. The Provider denies any suggestion that it acted in any way inappropriately in the manner in which a loan facility was extended to the Complainants in June 2007.

The Provider submits that following discussions with a partnership the Second Complainant was involved in, and after multiple meetings and telephone conversations with the Second Complainant, who was leading the negotiations on behalf of the partnership, the Provider decided to extend finance to the partnership by way of short term bridging loans, all of which had to be repaid from the sale of assets or refinanced.

The Provider submits that during the course of detailed discussions with the Second Complainant, he represented to the Provider that two properties in [Location], included in a previous Statement of Net Worth, had a value of €470,000. In negotiations it was agreed that the Provider would advance a facility of €380,000 to the Complainants, made up of a refinancing element to *"take out"* the financial institution to which the Complainants were indebted by way of the [Location] properties, and an equity release against the two houses.

The Provider confirms that the Complainants accepted its Facility Letter dated the 8 June 2007 on the terms set out therein on the 12 June 2007. The facility was made conditional upon the Complainants granting security over two properties in [Location]. In this regard, the Complainants executed two mortgages on the 20 July 2007 in respect of the secured properties in the presence of a Solicitor.

The Provider points out furthermore that the Complainants signed a Certificate dated the 12 June 2007 confirming that they had been given an opportunity to take legal advice. The

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Complainants also confirmed that they were not consumers within the meaning of the Consumer Credit Act 1995.

The Provider explains that on the 1 December 2009, due to non-compliance with the Terms and Conditions of the Facility Letter, immediate payment of all amounts outstanding on foot of the loan were demanded. Despite the said demand, the Complainants failed to pay the sum due or any part thereof. By way of a deed of appointment dated the 18 February 2010 the Provider appointed a Receiver over the Secured Properties.

The Provider states that it is satisfied that is acted properly at all times and that the bridging loan in question was a freely negotiated commercial agreement between the parties.

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 20 November 2018, outlining the preliminary determination of this office 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.

In the absence of additional submissions from the parties, I set out below my final determination.

This complaint arises out of a loan facility (the "bridging loan") the Provider extended to the Complainants in 2007. The Complainants are of the view that the advance of finance under this facility amounted to reckless lending in circumstances where they say they did not have sufficient repayment capacity to service the loan; the Provider did not obtain relevant

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financial information from the First Complainant; and that the First Complainant was not advised to seek independent legal advice. By way of an updated submission to this Office dated 27 August 2018, the First Complainant suggests that she never applied to the Provider for the loan in question, or indeed any loan. She queries the basis for her own home, [Folio No (*****461*)] being called in as security for the bridging loan. She indicates that she owned this property in [Location] *"100%"*. The First Complainant states that any paperwork she did sign related to properties owned jointly with her husband; she outlines that she did not execute any agreement referring to property owned exclusively by her. The Complainant contends that she never saw sight of the monies drawn down under the bridging loan and that any communications received from the Provider related to property owned jointly with her husband.

The Provider rejects the complaint. The Provider also points out that reckless lending is not a recognised cause of action under Irish Law.

It is indeed the case that reckless lending is not a recognised civil wrong in Irish jurisprudence. In the case of *Healy v. Stepstone Mortgage Funding Limited* [2014] IEHC 134, Mr. Justice Hogan endorsed the comments of Charleton J. in the earlier decision of *ICS Building Society v. Grant* [2010] IEHC 17 to the effect that there is no common law tort of reckless lending, and in particular the following passage-

> *"…the argued for tort of reckless lending does not exist in law as a civil wrong. It is not within the competence of the court to invent such a tort. The Oireachtas could, if it saw fit, pass a law creating such a civil wrong. It is difficult to imagine the parameters of such a law since those who seek a loan will have different views as to what should be borrowed, and if a loan is badly made by a Provider, how can the issue of contribution be escaped from by the borrower who sought the money in the first place. Defining that civil wrong would tend to remove the presumption of arms length dealing as between borrower and Provider and replace it with a new relationship based on a duty of nurture that other common law countries do not see it as their duty to put into the marketplace as any argued-for law as to reckless lending does not appear in the works on tort that I have consulted from other common law jurisdictions."*

Section 60(2)(c) of the Financial Services and Pensions Ombudsman Act 2017 outlines that a complaint against a financial service provider can be upheld by the Financial Services and Pensions Ombudsman *"although the conduct complained of was in accordance with a law or an established practice or regulatory standard, the law, practice or standard is, or may be, unreasonable, unjust, oppressive or improperly discriminatory in its application to the complainant."*

Although reckless lending is not a recognised cause of action according to Irish law, I propose examining the conduct of the Provider herewith in order to determine whether the conduct of the Provider, in extending finance to the Complainants, was unreasonable, unjust, or oppressive.

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There is quite a complex background to the extension of the bridging loan in question to the Complainants. A very detailed outline of this background has been set out in the Provider's letter to this Office dated 11 July 2012. I do not propose to reiterate the content of this letter; however, I have carefully considered the information outlined therein. For present purposes the salient details can be summarised, as follows-

- The Second Complainant is one of three partners in a partnership ("the Partnership"), which was formed in 2001 for the acquisition of a hotel in [Location]. In 2001 renovation works commenced on foot of borrowings from another financial institution and from a large injection of the partners' own funds. A building contractor (the "Building Contractor") was engaged to complete the renovation works. In May 2005 the Provider agreed to re-finance an element of the hotel complex that has planning permission for a number of holiday homes. Initial funding of €2,000,000 was provided, followed by a further sum of €6,500,000.

- Works on the holiday homes commenced in 2006. However, during a site visit in March 2007 the Provider became concerned that the remaining funds available for the works would be insufficient to complete development of the holiday homes. Following discussions with the Partnership, it transpired that there was a total shortfall in available facilities of €5,300,000, comprising a shortfall of €3,500,000 in respect of the holiday home project and an unpaid bill of €1,800,000 due and owing to the Building Contractor.

- As outlined by the Provider in its letter to this Office dated the 11 July 2012, *"negotiations with the Partnership, which were led by* [the Second Complainant] *were protracted as the Partnership wanted the Provider to provide all the required additional funding."* According to the Provider, following *"multiple meetings and telephone conversations"* the Provider agreed to partially fund the shortfall provided that all partners put as much equity as they had available into the project so that they would also be on risk. The Provider's position is that in a detailed discussion with the Second Complainant, it was represented to the Provider that two properties in [Location] (the "Secured Properties") had a value of €470,000. It was further disclosed that the Secured Properties had a debt thereon of €150,000, connected to another Financial Institution. In its letter to this Office dated the 11 July 2012 the Provider indicated what was ultimately agreed between the parties as follows-*"In negotiations with* [the Second Complainant] *it was agreed that we would advance a facility of €380,000 made up of a refinancing element to take out* [the other Financial Institution] *(€150k) and an equity release against the two houses at* [address] *(€230k). This occurred by means of a facility letter dated 8th June 2007 (the 'Facility letter'). It later transpired that the* [other Financial Institution] *debt was in fact €174k and so an element of the €230k intended to support* [the Second Complainant's] *investment in the Partnership was used to clear this additional unexpected exposure to* [the other Financial Institution]…*By a letter dated the 27th July 2007,* [the Second Complainant] *requested the drawdown of the remaining available balance and its transfer to the Building Contractor by way of cheque. This was in line with similar requests from the other Partners for the application of their respective bridging facilities in line with commercial agreement reached with the Provider."*

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The First Complainant states that she has no ownership involvement in the Partnership. She contends that her husband, the Second Complainant, was put under severe pressure to re-finance any existing property he owned, in the wake of the difficult circumstances faced by the Partnership, and to provide an equity release to the Partnership. The First Complainant submits that the properties in [Location] - the Secured Properties- were his only assets at the time. She insists that her husband was effectively forced to enter into the bridging loan agreement on foot of this financial pressure.

The loan documentation underpinning the bridging loan has been provided in evidence. By Facility Letter dated the 8 June 2007 the Provider offered to extend finance in the combined amount of €380,000 (Facility A- €150,000; Facility B- €230,000) to the Complainants (both named as *"Borrower")* for the following dual purpose-

> *"Purpose of the Facility*
>
> *Facility A: To enable the Borrower refinance existing debt with* [the other Financial Institution]
> *Facility B: To enable the Borrower fund an equity release to invest into [named Holiday Home Scheme]."*

Section 3 of the Facility Letter dated the 8 June 2007 addresses the issue of security and provides the following-

> *"3. Security*
>
> *3.1 A First Legal Mortgage over 2 x 4-bed semi-detached houses at [Address] (the "Property").*
>
> *The security set out above and any other security provided by the Borrower to the Provider from time to time shall secure all sums now or from time to time due or owing by the Borrower to the Provider whether such liabilities arise from the Borrower's own borrowings or from its liabilities as guarantor of other borrowings from the Provider and shall secure all facilities howsoever arising including, without limitation, its indebtedness in relation to any bonds, guarantees, indemnities or other instruments entered into by the Provider for it or at its request or its liabilities to the Provider in connection with any interest rate or foreign currency hedging facility or any swap or other form of treasury facility… "*

Section 6 of Facility Letter sets out a Condition Subsequent in the following terms-
"10,000 per month fee incurred if facilities not repaid by maturity date."

The interest rate applicable to the loan is detailed under Section 7, as follows-

> *"Interest on all amounts outstanding under the Facility will accrue daily and be calculated by the Provider at an annual rate equivalent to the aggregate of 1.75% (the "Margin") above the Three Month European Inter Offered Rate plus RAC (if*

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applicable) and will be debited to the Borrower's account at the end of each calendar month.

The Borrower may request the Provider to fix the European Inter Provider Offered Rate on the Facility (or any part thereof) for such period (each a "Fixed Period") as the Borrower and the Provider may agree. At the end of a Fixed Period the Facility Interest Rate shall accrue and be payable at a rate in accordance with the Agreement"

Repayment details are set out at Section 8-

"These Facilities are repayment on demand which demand may be served at any time by the Provider at its sole discretion and without stating any reason for such demand. Without prejudice to the demand nature of the Facility, these Facilities shall be repaid on or before 31st December 2007. In the meantime interest is to be funded on a monthly basis at the end of each calendar month."

The Provider's Facility Letter of 8 June 2007 was accepted by both Complainants on 12 June 2007.

To this end, the Complainants completed the 'Borrower's Acceptance' and by doing so declared the following-

"We have read the Facility Letter of 8th June 2007 to [the Second Complainant and the First Complainant] *and the Provider's General Conditions which form part of the agreement (the "Agreement") between the Borrower and the Provider and confirm that we fully understand the terms of the Agreement and agree to be bound by them."*

Having considered the content of the executed Facility Letter dated the 8 June 2007, I accept that the Complainants accepted the Provider's bridging loan on the terms stated therein. While I accept that the First Complainant was not a member of the Partnership at the time of advancement of the loan, and while I note that the granting of the loan was heavily intertwined with the financing arrangements associated with the Partnership and further, that all loan negotiation was conducted by the Second Complainant, the First Complainant nonetheless opted to enter into the loan facility, with a stated full understanding of the terms associated with the loan, including the dual purpose of the loan and the security outlined. The First Complainant was under no obligation to enter into the loan agreement and there doesn't appear to be any record of the First Complainant querying the loan terms or questioning the sustainability of the loan at any stage prior to her acceptance of the Provider's offer of finance. If it is indeed the case that the First Complainant had not authorised the Second Complainant to negotiate the facility on her behalf, and if she took issue with any part of the Facility Letter in question, she had the option not to accept the offer of finance.

The First Complainant argues that she was not advised to seek independent legal advice. This argument, however, is not borne out by the documentation before me; on the contrary,

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the evidence before me indicates that the First Complainant was indeed aware of the import of seeking legal advice in connection with the loan transaction. On the same date the Facility Letter was accepted, the Complainants both signed a 'Certificate for the Purposes of the Consumer Credit Act 1995'. A copy of this document has been provided in evidence. Although the purpose of completion of the Certificate was to confirm that the Complainants were not consumers, within the definition of the Consumer Credit Act 1995, details pertaining to the bridging loan were reiterated in the Certificate, with the importance of the Certificate emphasised by way of reference to obtaining separate independent legal advice. The Complainants signed the Certificate on 12 June 2007, with their signatures witnessed by each other, and in doing so they certified the following-

> *"1. This Certificate relates to a facility (the "Facility") to be advanced by (Bank) pursuant to a facility letter dated 8th June 2007 (the "Facility Letter").*
>
> *2. The Facility is to be advanced to assist the Borrowers in refinancing existing debt with* [another Financial Institution] *and fund equity release to invest into* [the Partnership] *Holiday Home Scheme".*
>
> *3. None of the provisions of the Consumer Credit Act, 1995 (the "Act") apply to the Facility as the Facility is being advanced for the purposes of trade, business, or profession and we are not therefore "consumers" within the meaning of the Act.*
>
> *4. None of the provisions of the European Communities (Unfair Terms in Consumer Contracts) Regulations, 1995 (the "Regulations") apply to the Facility as we are not acting for purposes which are outside our business and we are not therefore "consumers" within the meaning of the Regulations.*
>
> *5. We understand the effect and the importance of this Certificate and have been advised to take and have been given due opportunity to take separate independent legal advice on the effect of this Certificate and have taken/declined (delete one) to take such legal advice."*

It appears that that relevant deletion regarding the taking of/declining legal advice was not made; however, I am satisfied that this does not invalidate the content of the Certificate.

Given that the First Complainant signed this Certificate on the same day she accepted the Provider's Facility Letter dated the 8 June 2007, and considering the significant reference to the importance of seeking independent legal advice within the said Certificate, I must accept that the First Complainant was made aware of the importance of obtaining legal advice regarding all aspects of the financial transaction she entered into on 12 June 2007.

The First Complainant also argues that the Provider did not carry out a sufficient assessment of the repayment capacity of the loan prior to approving the facility. She points out that she was never asked to provide a statement of affairs or any such document in the lead up to loan approval. She contends that she never attended at the Provider to discuss the loan, nor was she involved in loan negotiation in any capacity.

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While there is not much by way of pre-loan documentation to scrutinise, the Provider has indicated that the loan was granted against a backdrop of *"multiple meetings and conversations including but not limited to meetings on the 16th April 2007, 6th June 2007 and the 7th June 2007".* The Provider states further that the Second Complainant was the lead negotiator on behalf of both the Partnership and the borrowers named in the Facility Letter in question. It is noted that there is no submission by the Second Complainant, also a party to this complaint, which conflicts with the Provider's account of pre-loan negotiation. By letter dated 7 June 2012 the Provider was asked, by this Office, to confirm if financial information from the Complainants regarding the rental income which was to be generated from the Secured Properties was obtained during the loan approval process. In its letter to this Office dated 11 July 2012 the Provider responded to this question as follows-

> *"The Provider from its research and from various discussions with* [the Second Complainant] *ascertained that the rent for the properties was circa €10,000 p.a. per property. Given that this was a short term bridging loan to be repaid from the sale or refinance of the properties, the Provider was not relying on rental income for the repayment of the account. Independent confirmation of the actual rent was not required as a condition of the credit approval because over the proposed six-month life of the facility, any differential between the actual rent and the indicative market rent would not have been material in the context of the subject facility at repayment/ re-finance. Having said that, it was confirmed to the Provider's solicitor by the solicitor for the Borrowers that the* [Secured Properties] *were let on short term residential standard letting arrangements."*

Another question posed by this Office in correspondence dated 7 June 2012 was why the Provider did not seek financial information from the First Complainant to demonstrate repayment capacity before it granted the loan facility. In its letter dated 11 July 2012 the Provider responded to this question in the following terms-

> *"The loan was a bridging loan for the Borrowers and was due to be repaid within 6 months. Given the rental income attributable there to of circa €20k covered a 5.2% interest rate (c.87% of the total interest bill) in the meantime the Provider deemed this to be satisfactory in the circumstances. In the context of a commercial bridging facility repayment was going to be a function of asset value on re-finance/disposal rather than the income generation in the short term and therefore retail credit criteria did not apply. The Provider was also aware that the Borrowers had a substantial net worth (as per the Statement of Net Worth provided by* [the Second Complainant]*). The Borrowers serviced interest on the facility by direct debit until 5th October 2009…As this was a joint and several liability, it was a single risk therefore no Statement of Affairs was required from the Complainant."*

Having considered the Provider's responses as set out above, and the other information detailed in its letter to this Office dated 11 July 2012, I accept that the Provider obtained sufficient information concerning repayment capacity and financial means prior to sanctioning the bridging loan facility in question. It must be emphasised that the loan in question was short-term in nature, therefore the need to evidence prolonged and sustained repayment capacity going forward did not arise. As stated by the Provider, repayment was

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going to be a function of asset value/disposal rather than income generation in the short-term. Prior to sanctioning the loan, the Provider had received an indication by way of the Second Complainant's Statement of Affairs that the combined value of the Secured Properties totalled €470,000.

Having considered the information before me, furnished by both the Complainants and the Provider, I am unable to point to any unreasonable, unjust or oppressive behaviour by the Provider in the manner in which it extended the bridging loan in question to the Complainants. There is simply no evidence to suggest that the Complainants were in any way coerced or inveigled into entering into the bridging loan agreement. Having considered the submissions of the parties and the material provided, I am satisfied that in 2007 the Complainants entered into a commercial loan contract with the Provider of their own free will and volition.

The First Complainant has submitted that she never signed any agreements referring to the property owned exclusively in her own right, namely the property underlying [Folio No. ****461*] this particular property is indeed referenced in one of the mortgages the Complainants executed on the 20 July 2007. Before I turn to the mortgage documents, I should point out what appears to be a conflict in the First Complainant's submissions regarding the ownership of the property at [Folio No. ****461*]. In a letter addressed to the Provider dated 27 June 2011 the First Complainant outlined at bullet point 1 that *"I together with* [the Second Complainant] *acquired two semi-detached properties at* [the address of the Secured Properties] *in joint names over 13 years ago as an investment for our children's education".* In subsequent correspondence, again addressed to the Provider and forwarded also to this Office, the First Complainant outlined that the Secured Properties were purchased *"to make financial provision for our children",* again suggesting a joint venture rather than a solo property purchase.

It is only in recent communications to this Office that the First Complainant makes the point that the property underlying [Folio No. ****461*] was owned exclusively in her own right.

No documents have been provided in evidence indicating exactly who retained title to the property underlying [Folio No. ****461*] before a Receiver was appointed over the Secured Properties. In any event, regardless of whether the Complainants' former investment properties in [Location] were jointly or individually owned, the fact of the matter is that when the Complainants accepted the Provider's offer of bridging finance, they agreed that the security would comprise of *"A First legal Mortgage over 2 x 4-bed semi-detached houses at…[address]".*

The mortgages dated 20 July 2007, copies of which have been supplied in evidence, were executed in order to grant security over the two [address] properties to the Provider on foot of the Facility Letter dated 8 June 2007. The Schedule to one of these mortgages details the following lands-

> *"ALL THAT AND THOSE the lands comprised in [Folio ****461*]."*

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The mortgage pertaining to [Folio No. ****461*] also contains a Land Registry stamp confirming that the mortgage has been registered as a burden on this particular land.

Both mortgages contain the signatures of both the First and Second Complainant, signed sealed and delivered in the presence of a named Solicitor. I note that by email dated 30 January 2013 the First Complainant informed this Office that she *"had no idea who signed"* the mortgages dated 20 July 2007, suggesting therefore that she did not sign these documents. If it is the case that the First Complainant is indeed alleging that she did not sign the mortgages dated 20 July 2007 and that another party added her signature in her stead, this amounts to an allegation of fraud, which is outside the remit of this Office to investigate. Section 52(1)(d) of the Financial Services and Pensions Ombudsman Act 2017 outlines that the Ombudsman can decline/discontinue to investigate a complaint if there is or was available to the complainant an alternative and satisfactory means of redress in relation to the conduct complained of. Any allegation of fraud is more appropriately redressed in a different forum.

For present purposes I accept that given the express reference to [Folio No. ****461*] in the Mortgage Deed dated the 20 July 2007, the First Complainant did execute an agreement in relation to this property, which had appropriate legal effect.

In light of all of the foregoing, I am unable to substantiate this complaint. On the evidence before me I can find no basis for making a finding that the Provider acted in an unreasonable, unjust or oppressive manner regarding the extension of the bridging facility in question to the Complainants.

Furthermore, I am of the view that the Provider acted lawfully and within the terms and conditions of the loan when it appointed a Receiver over the Secured Properties in February 2010 following the Complainants' non-compliance with the terms and conditions of the Facility Letter dated 8 June 2007, and following a demand for repayment of the loan in December 2009. While I note the First Complainant's grievance, ventilated at an early stage, to the effect that while the Receiver was in situ, the Provider did not maintain the properties, I am unwilling to probe this issue any further because firstly, the Receiver is not a party to this complaint, and secondly, the Receiver acted as an agent for the Complainants (not the Provider) following his appointment over the Secured Properties.

For the reasons outlined 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.

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GER DEERING
FINANCIAL SERVICES AND PENSIONS OMBUDSMAN

13 December 2018

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.