



<u>Decision Ref:</u>	2019-0283
<u>Sector:</u>	Banking
<u>Product / Service:</u>	Repayment Mortgage
<u>Conduct(s) complained of:</u>	Delayed or inadequate communication Failure to advise on key product/service features
<u>Outcome:</u>	Partially upheld

**LEGALLY BINDING DECISION
OF THE FINANCIAL SERVICES AND PENSIONS OMBUDSMAN**

Background

The Complainant has a buy-to-let mortgage loan with the Provider that is subject to a tracker interest rate. The Provider sent the Complainant two letters dated **5 October 2012** with each letter offering the Complainant a different repayment arrangement: one letter offered a term extension and the other letter offered reduced repayments. The Complainant opted for the reduced repayment arrangement. The Complainant submits that the Provider never informed him at that time that if he later wished to extend the term of his mortgage loan, he would no longer be entitled to the tracker interest rate.

The Complainant's Case

The Complainant states that by way of two letters dated **5 October 2012** the Provider offered him two alternative repayment arrangements for his mortgage loan, each of which would involve keeping the tracker interest rate. The Complainant states the alternative arrangements were reduced repayments for 36 months or a term extension of 60 months. The Complainant states that he never took up the offer to extend the term of the mortgage loan as the Provider never warned him that if he wished to extend the term of his mortgage loan at a later date, he would not be entitled to the tracker interest rate. The Complainant states that the Provider represented that he could extend the term of the mortgage loan at a later date and keep the tracker interest rate. The Complainant states that if the Provider had informed him that if he wanted to extend the term at a later date, he would no longer

be entitled to the tracker interest rate then he would have accepted the offer to extend the term of his mortgage loan by 60 months.

The Complainant states that he was recently offered a term extension of 18 years but this would involve losing the tracker interest rate therefore he declined this offer.

In response to the Provider's submissions outlined in the following section, the Complainant has submitted an extensive reply. The Complainant states that he did not obtain legal advice in relation to the mortgage loan account the subject of this complaint and the Provider has mis-understood his letter dated **8 November 2012** in that the legal advice received was in respect of another joint mortgage loan account held with another individual. I note the Complainant is himself a barrister. He further states that he was not informed by the Provider that he could accept both a combination of the reduced repayments arrangement and a term extension. He states that it was misrepresented to him that he could only accept one. The Complainant states that the sequence in which the letters were issued led him to believe that on **24 August 2012** the Provider was offering a reduced payment arrangement and that on **5 October 2012** the previous offer had not been accepted and the Provider was re-offering it together with an alternative offer of a term extension.

The Complainant also refers to the Provider's entries on its internal record system. He states that in particular, those dated **2 October 2012** and **11 October 2012** and states that these make clear that the Provider was offering a reduced payment arrangement and a term extension. However, this information was not communicated by the Provider to the Complainant. Further to this, the Complainant states that the Provider never responded to his letter dated **8 November 2012** to correct its misrepresentation which made it clear that the Complainant would accept both options.

The Complainant makes a number of points in respect of the Provider's entries on its system: they make clear that the Complainant and the other joint mortgage loan account holder were waiting to get legal advice in respect of a separate mortgage loan account; the system notes do not show that the Complainant was waiting to get legal advice in respect of the account the subject of this complaint; the system notes show the Complainant would return the Mortgage Form of Authorisation for his account without obtaining independent legal advice.

The Complainant also submits that the Provider has breached a number of the provisions of the Consumer Protection Code 2012 (the **Code**).

The Complainant states that the Provider misrepresented the nature of the offers of **5 October 2012** by issuing two separate Mortgage Forms of Authorisation and proper practice would have been to issue a single form. The Complainant now wants the Provider to extend the terms of his mortgage loan by 60 months and keep the tracker interest rate.

The Provider's Case

The Provider states that following receipt of a completed Standard Financial Statement (**SFS**) from the Complainant, its credit department assessed the information provided and the Complainant's circumstances.

On **24 August 2012**, the Provider issued a Mortgage Form of Authorisation (**MFA**) to the Complainant to apply a reduced repayment of €900 per month for a period of 36 months in respect of the mortgage loan account. On **5 October 2012**, the Provider issued an MFA to the Complainant for reduced repayments of €900 per month for 36 months in respect of the mortgage loan account. On **5 October 2012**, it states a further MFA issued to the Complainant for a term extension of 60 months to a new loan maturity date of 28 February 2037. The Provider then refers to a letter it received from the Complainant dated **8 November 2012** which I will set out in more detail below.

The Provider states that on **9 November 2012** the Complainant signed and accepted an MFA dated **24 August 2012** to apply a reduced repayment of €900 per month for a period of 36 months to the mortgage loan account. The Provider states that the Complainant did not sign either of the MFAs dated **5 October 2012**.

The Provider states that it is not disputed that the Complainant was offered a term extension of 60 months on **5 October 2012**. The Provider states that it was not obliged to reissue this offer at a later date as the agreement states the MFA must be signed and returned within 10 business days. The Provider states that as the Complainant did not accept this within the timeframe it is under no obligation to offer it again.

The Provider states that it is not for the Complainant to request a specific alternative repayment arrangement. The Complainant's indebtedness to the Provider arises on foot of a binding written loan agreement. It accepts that while it will consider proposals put forth by a borrower, it is under no obligation to continually offer a borrower the requested repayment arrangement unless it is deemed appropriate and sustainable. The fact that the Provider previously agreed to amend its terms or offer a particular form of alternative repayment does not oblige it to do so indefinitely.

The Provider states that in the correspondence issued to the Complainant he was advised to obtain legal advice. The Provider states that the Complainant acknowledged in his letter dated **8 November 2012** that he obtained legal advice and this was the delay for accepting the Provider's offer of forbearance. The Provider submits that if the Complainant had any doubt about the MFA and its implications, he should have raised it with his legal advisers at the time. The Complainant signed and accepted the MFA dated **24 August 2012** which is mutually binding on all parties.

The Provider also refers to certain of its system records. In respect of the Complainant's reliance on any of its system records, the Provider states that any comments or notes recorded do not represent a commitment to any customer nor does it replace the terms and conditions which were offered to the Complainant. The Provider states that the content on

/Cont'd...

its internal systems is for internal purposes only and does not constitute a communication with a customer.

It is stated by the Provider that both letters dated **5 October 2012** were explicit in that the Provider was offering a reduced repayment arrangement and a term extension.

The Provider refers to a telephone call which took place between its agent and the Complainant and states that no issues were raised by the Complainant. Referring to Point 5 of the Complainant's letter dated **8 November 2012**, the Provider states that the Complainant was fully aware that both offers could be accepted together because the Complainant was happy to accept reduced repayment but wanted a term extension of 48 months.

The Provider states that at the time its system would only permit one form of forbearance to issue on each MFA and this is the reason for issuing two forms.

The Provider states that subsequent to its offer of forbearance in 2012, it implemented a repricing policy for non Code of Conduct for Mortgage Arrears (CCMA) Buy to Let Tracker Mortgages. This repricing policy was introduced in 2013 and the Provider fully engaged with the Central Bank of Ireland in implementing this policy.

The Provider states that when a borrower seeks to amend the repayment schedule on an existing non CCMA Buy to Let Tracker Mortgage altering the terms and conditions of the original mortgage agreement it will be subject to the Provider's pricing policy for non CCMA Buy to Let Tracker Mortgages which means that the tracker rate will be replaced with the Provider's alternative interest rate for the remaining term of the mortgage loan.

The Provider states that its pricing policy reflects the increased cost and risk attaching to such loans and it is open to borrowers to accept or reject the new terms. The Provider states that there are no exceptions to its policy regarding a residential investment property and tracker mortgages on properties not covered by the CCMA.

The Provider states that it can exercise its commercial discretion when amending loan terms in response to requests for a renegotiation of terms. There is no regulatory requirement for financial institutions to agree to a particular demand from a borrower for a specific form of forbearance. The acceptance of any proposal is at the commercial discretion of the Provider. The Provider states that its offer was a fair and reasonable response to the Complainant's request for amended mortgage loan terms. The Provider states that it has done its utmost to agree a more long-term and permanent solution in the interests of both parties. The Provider states that the offer was to extend the Complainant's mortgage loan account and this offer was not accepted. The Complainant only accepted the offer of reduced repayments.

The Provider submits that the Complainant has failed to provide any evidence that it represented expressly or by implication that he could extend the term at a later date and keep the tracker interest rate. The Provider states that its pricing policy was introduced

/Cont'd...

subsequent to the Complainant's requests for forbearance and all applications for forbearance from 2013 onwards are subject to its pricing policy.

The Provider also denies that it breached the Consumer Protection Code (CPC).

The Complaint(s) for Adjudication

The complaints for adjudication are that the Provider:

Failed to inform the Complainant in October 2012 that the arrangements offered in the letters dated **5 October 2012** could be accepted together; failed to inform the Complainant in October 2012 that if he wished to extend the terms of his mortgage loan at a later date, he would lose the tracker interest rate on his mortgage loan account; and failed to deal with his complaint dated **11 December 2015**.

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 Complainant was 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 29 August 2019, 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, within the period permitted, I set out below my final determination.

/Cont'd...

The Complainant entered into the mortgage loan which is the subject of this complaint in **November 2006**. The Complainant also has a further mortgage loan with the Provider which is held jointly with another individual. The Complainant's mortgage loan account that is the subject of this complaint fell into arrears.

During this time the evidence submitted by the parties indicates that the Complainant and Provider engaged with each other to address the arrears on the Complainant's account. The important point in time for the purpose of this complaint is 2012.

By letter dated **24 August 2012** the Provider wrote to the Complainant offering a reduced repayment arrangement of €900 for a period of 36 months. The time limit given for acceptance of this arrangement was 10 business days. In the *Acknowledgement and Agreement* section the letter states:

"Please read this Form very carefully before you sign it. We strongly recommend you get independent legal and financial advice about it. ...

I acknowledge that this Form will amend the terms and conditions that apply to the Loan, for example, the mortgage loan offer letter. Unless amended by this Form, the terms and conditions which apply to the Loan will remain in full force and effect. I acknowledge this Form is an application by me and does not come into force until the lender accepts the Form in writing. The lender is not obliged to accept this Form.

I acknowledge and accept the following conditions and agree to be bound by them:
...

5. I acknowledge that the lender advises me to get independent legal and/or financial advice about this Form.
..."

This letter was signed and accepted by the Complainant and dated **9 November 2012**.

Prior to **9 November 2012**, two further letters, both dated **5 October 2012**, were sent by the Provider to the Complainant. Each letter offered the Complainant a distinct option to address the arrears on his mortgage loan account. One letter made an offer identical to that contained in the letter dated **24 August 2012** and the other letter offered a term extension on the Complainant's mortgage loan account of 60 months. Both of these letters contain similar but not identical *Acknowledgement and Agreement* sections to the one contained in the letter outlined above.

The Complainant wrote to the Provider by letter dated **8 November 2012** to appeal the alternative repayment arrangements being offered by the Provider in respect of his mortgage loan account and the joint mortgage loan account. The letter states:

***"Re: Appeal regarding the Alternative Payment Arrangements offered for:
a. [property address and joint mortgage loan account number]***

/Cont'd...

b. [property address and mortgage loan account number]

...

Three separate offers for Alternative Payment Arrangements have been made by [the Provider]

We apologise for the delay in writing to you, however we had to first obtain legal advice which proved difficult until the new Law Term commenced on 1st October, 2012. ...

We are grateful of the offers but we have serious concerns with them, as set out hereunder.

...

Offer 2

We refer to the letters from [the Provider's agent] to [the Complainant] dated the 24th August, 2012 and 5th October, 2012, which state that, following an assessment ... [the Provider] has decided to offer an Alternative Payment Arrangement for [the Complainant's mortgage loan account] consisting of a 36 month fixed repayment of €900 per month.

Offer 3

We refer to the letter from [the Provider's agent] to [the Complainant] dated the 5th October, 2012, which states that, following an assessment ... [the Provider] has decided to offer an Alternative Payment Arrangement for [the Complainant's mortgage loan account] consisting of full interest and capital repayments and an extension of the loan term by 60 months, giving a new maturity date ...

We respectfully submit that the abovementioned offers are neither sustainable nor suitable. We set out hereunder our grounds of appeal and we ask the Appeals Board to agree to a more appropriate arrangement.

Grounds of Appeal

...

4. ... [Offer 3] is not sustainable, as, at current interest rates, the repayments would be €1,399.75 per month. Quite simply, [the Complainant] would be unable to meet monthly repayments of €1,399.75 at present.

5. [The Complainant] would be agreeable to extending the term of [his mortgage loan account] ... by **48 months** if this were coupled with fixed repayments of €900 per month for 36 months. Subject to such agreement being reached, and without prejudice to achieving same, [the Complainant] has accepted the offer of fixed repayments of €900 per month for 36 months with the term unaltered ("Offer 2"). ..."

/Cont'd...

Two sets of the Provider's system notes have been submitted in evidence by the Complainant. One relates to the Complainant's mortgage loan account and the other relates to the Complainant's joint mortgage loan account. Looking first at the system notes in respect of the Complainant's account the entry dated **24 October 2012** states:

"... See prev notes, cust waiting to get independent legal advice before returning MFA. Rang [Complainant's] mobile, spoke to cust. He advised that would be sending in appeal letter as regards to [joint mortgage loan account]. He is doing so as he feels even though cap+int will reduce if term extension applied, he is afraid that mortgage will not be matured and he will pasted the normal retirement age. Stated will sign MAF for [his mortgage loan account] and will receive ASAP".

A similar note to this is also recorded on the internal notes for the joint mortgage loan account. In these internal notes it is recorded on **8 November 2012**:

"Appeal letter received 09/11/2012 dated 08/11/2012. CCMA Decision Term extension 4 years MFA issued 22/08/2012. Outside Time Frame for appeal due to seeking independent legal advice and medical issues for [joint borrower] ... Also appealing decision [on Complainant's mortgage account] ..."

By letter dated **19 June 2013** the Provider wrote to the Complainant outlining details of an alternative repayment option. However, acceptance of this offer was conditional on the Complainant moving from the tracker interest rate to an alternative interest rate. If the Complainant accepted this offer his mortgage loan account would no longer be subject to the tracker interest rate and the Provider's alternative rate would be applied to the Complainant's account for the remaining term of the mortgage loan. The Complainant rejected this offer for the reasons set out in a letter dated **26 September 2013**.

This Office can investigate the procedures and conduct of the Provider but it will not investigate the re-negotiation of the commercial terms of a mortgage loan which is a matter for the Provider and the Complainant and does not involve this Office in its role as an impartial adjudicator of complaints. This Office will not interfere with the commercial discretion of a financial service provider unless the conduct complained of is unreasonable, unjust, oppressive or improperly discriminatory in its application to the Complainant.

It is important to note that the CCMA did not apply to the mortgage that is the subject of this complaint. Therefore, the Provider was not prohibited from offering alternative terms that included a move from the Tracker Rate of Interest.

The Mortgage Forms of Authorisation

It is the Complainant's position that he was unaware that the offers of forbearance contained in the letters dated **5 October 2012** could be accepted together. It was his understanding that he had to choose one.

In a letter dated **8 November 2012** the Complainant wrote to the Provider in respect of his mortgage loan account and the joint mortgage loan account. It is clear from the manner in which the Complainant categorises the offers as *Offer 2* and *Offer 3* that he believed the arrangements offered on **5 October 2012** were separate and distinct offers. Further to this, at paragraph 5 (which I have quoted above), the Complainant displays an appetite for a combination of a reduced repayment arrangement and a term extension (although a shorter one than that offer on 5 October 2012) and accepts the reduced repayment arrangement offered on **24 August 2012** subject to some form of arrangement being reached. From the evidence and submissions made in respect of this complaint, I note that the Provider did not reply to the Complainant's letter. However, there is no evidence to show that the Complainant contacted the Provider to clarify whether the offers contained in the letters were separate or to be read together. I also note that there is no evidence which shows the Complainant sought a response from the Provider to his letter dated **8 November 2012**.

The MFA signed by the Complainant is the one contained in the letter dated **24 August 2012**. There was only one form of forbearance offered in August 2012 and this was the one that was accepted by the Complainant. The Provider's MFAs advised the Complainant to obtain legal advice prior to signing. The Complainant did not sign either of the MFAs received in October 2012.

The Complainant states that he did not receive independent legal advice before signing and returning the MFA as he could not afford it and that the Provider was aware of this. It is not clear from the Complainant's letter dated **8 November 2012** that he did not receive independent legal advice in respect of his mortgage loan. Furthermore, the Complainant's occupation cannot be ignored in this instance. He is a barrister and is in a position to appreciate and understand the need to obtain independent legal advice before amending the terms of his mortgage loan. He would also be in a position to more readily appreciate the legal risks and consequences arising from the arrangements contained in each MFA.

The endorsements contained on the August 2012 MFA advising the Complainant to obtain legal advice prior to signing are clear and unambiguous. The Complainant has failed to set out the effect of his failure to obtain independent legal advice prior to signing the MFA from August 2012 and how this altered or changed his relationship with the Provider or the obligations or duty it owed to him. By signing the MFA the Complainant acknowledged the Provider's advice to obtain independent legal advice but nonetheless proceeded to sign it without having first obtained any such advice.

The Provider states in its submissions to this Office that the arrangements offered in the letters dated **5 October 2012** were a reduced repayment arrangement **and** a term extension with both to run concurrently. The Provider states the reason for issuing two separate MFAs was because its system would only permit one form of forbearance to issue on each MFA.

I have reviewed and considered both letters. The Provider did not offer any explanation to the Complainant as to why two separate letters were being issued. I note that there is no reference in either letter to the arrangement contained in the other letter and it is not stated that each letter was to be read in conjunction with the other.

/Cont'd...

The Provider did not explain to the Complainant the purpose or effect of issuing separate letters and what this meant in terms of accepting the arrangements being offered. Given the Provider's awareness of the limitation of its system for issuing MFAs I would have expected that in such circumstances it would explain the reason for issuing separate letters concurrently.

The Complainant has referred to a number of the provisions of the CPC in support of his complaint. The following provisions are relevant:

"A regulated entity must ensure that in all its dealings with customers and within the context of its authorisation it:

2.2 acts with due skill, care and diligence in the best interests of its customers;

...

2.3 does not recklessly, negligently or deliberately mislead a customer as to the real or perceived advantages or disadvantages of any product or service;

...

2.12 complies with the letter and spirit of this Code.

...

4.1 A regulated entity must ensure that all information it provides to a consumer is clear, accurate, up to date, and written in plain English. Key information must be brought to the attention of the consumer. The method of presentation must not disguise, diminish or obscure important information.

...

6.12 Where a regulated entity offers an incentive to a personal consumer on an existing mortgage, the regulated entity must provide the personal consumer, on paper or on another durable medium, with the information needed to consider the incentive offered. This information must:

a) quantify the implications for the personal consumer of availing of the incentive including an indicative cost comparison of the total cost of the existing mortgage if they do not avail of the incentive and the total cost of the mortgage if they avail of the incentive;

b) clearly set out the length of time during which the incentive will be available;

c) clearly set out any assumptions used, which must be reasonable and justifiable;

d) set out the advantages and disadvantages to the personal consumer of availing of the incentive;

e) include other key information which the personal consumer should have available to them when considering the incentive; and

f) include a statement that the personal consumer may wish to seek independent advice prior to availing of the incentive.

...

8.11 Where a regulated entity reaches an agreement on a revised repayment arrangement with a personal consumer, the regulated entity must, within five business days, provide the personal consumer, on paper or on another durable medium, with a clear explanation of the revised repayment arrangement and clarification on what data relating to the consumer's arrears will be shared with the Irish Credit Bureau or any other relevant credit reference agency."

The term *key information* is defined in Chapter 12 as meaning:

"any information which is likely to influence a consumer's actions with regard to a product or service;"

Taking the above considerations into account, I find that it was not clear from the letters dated **5 October 2012** that the offers of forbearance were to be construed together. The Provider, in the knowledge of the limitations surrounding the issuing of MFAs, permitted a state of affairs that could lead, and did lead in this instance, to a misunderstanding on the part of a borrower.

I therefore uphold this aspect of the complaint.

Tracker Interest Rate

The Complainant states that the Provider failed to inform him in October 2012 that if he wished to extend the terms of his mortgage loan at a later date he would lose the tracker interest rate on his mortgage loan account.

The Provider's decision to amend its pricing policy came about in 2013. This post-dates the offers of forbearance made to the Complainant in October 2012. It is difficult to see how the Provider could have informed or had any obligation to inform the Complainant about a prospective pricing policy or a pricing policy that had yet to be implemented. The Complainant has failed to establish any obligation imposed on the Provider in this regard.

In any event, the Provider is entitled to offer alternative arrangements to borrowers on its own commercial terms. One of the terms offered in this instance was the revocation of the Complainant's tracker interest rate. As the mortgage was not subject to the CCMA, the Provider was entitled to offer forbearance on the terms that it did. The Complainant is free to accept or reject any such offers.

/Cont'd...

If the Complainant is not satisfied with the terms being offered by the Provider, he is free to reject them and continue on the basis of his existing terms.

I therefore do not uphold this aspect of the complaint.

Complaint to the Provider

The Complainant has expressed dissatisfaction with the manner in which his complaint to the Provider was dealt with. By letter dated **11 December 2015** the Complainant informed the Provider of his desire to lodge a complaint in respect of his mortgage loan account and arising from "... the refusal of [the Provider] to abide by an offer to extend the term by 5 years whilst retaining the tracker mortgage." A response letter dated **16 December 2015** was sent to the Complainant informing him that his complaint was being investigated. A Final Response letter was then issued by the Provider and dated **5 January 2016**. The Provider states in its Final Response letter at the second and third paragraphs:

"I believe the essence of your complaint is in relation to the [Provider] refusing to offer you a term extension of 5 years while retaining the tracker rate on your Buy to Let mortgage.

I note that this offer was made to you in October 2012. I further note that you rejected this offer made by the [Provider] as you were concerned that you may be making mortgage repayments beyond retirement age."

While the Provider understood the nature of the complaint, I note that the reason stated for the rejection of the October 2012 offer is incorrect. From the evidence received and submissions made by the parties, this was a point advanced in respect of the term extension offered on the joint mortgage account and not the Complainant's mortgage loan account. Despite this error and in light of the provisions of the Code, I accept that the Provider did in fact deal with the Complainant's complaint.

I therefore do not uphold this aspect of the complaint.

For the reasons set out above, I partially uphold this complaint and direct the Provider to pay a sum of €1,000 compensation for the confusion and inconvenience caused to the Complainant by its correspondence issued on 5 October 2012. I also direct the Provider to review its system for issuing Mortgage Forms of Authorisation.

Conclusion

My Decision pursuant to **Section 60(1)** of the **Financial Services and Pensions Ombudsman Act 2017**, is that this complaint is partially upheld, on the grounds prescribed in **Section 60(2) (b) and (f)**.

Pursuant to **Section 60(4) and Section 60 (6)** of the **Financial Services and Pensions Ombudsman Act 2017**, I direct the Respondent Provider to pay a sum of €1,000 compensation for the confusion and inconvenience caused to the Complainant by its correspondence issued on 5 October 2012, to an account of the Complainant's choosing, within a period of 35 days of the nomination of account details by the Complainant to the Provider. I also direct the Provider to review system for issuing Mortgage Forms of Authorisation.

I also direct that interest is to be paid by the Provider on the said compensatory payment, at the rate referred to in **Section 22** of the **Courts Act 1981**, if the amount is not paid to the said account, within that period.

The Provider is also required to comply with **Section 60(8)(b)** of the **Financial Services and Pensions Ombudsman Act 2017**.

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**

23 September 2019

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.