Decision Ref:	2019-0377
Sector:	Banking
Product / Service:	Tracker Mortgage
Conduct(s) complained of:	Failure to offer a tracker rate throughout the life of the mortgage
Outcome:	Rejected

LEGALLY BINDING DECISION OF THE FINANCIAL SERVICES AND PENSIONS OMBUDSMAN

Background

The complaint relates to a mortgage loan that the Complainants hold with the Provider. The mortgage loan is secured on the Complainants' private dwelling house.

The Complainants' Case

The Complainants submit that in **2007** they entered into negotiations with the Provider to re-mortgage their home loan on a Loan To Value (Switcher) Tracker Mortgage. The Complainants submit that at the time they held their mortgage with another provider where they *"were paying a standard variable rate with approx. 22 years remaining on the term"*

The Complainants submit that the reason they *"remortgaged"* was because all of the initial discussions centred on the LTV tracker mortgage. The Complainants submit that during negotiations they were advised to opt for a fixed interest rate for 5 years on interest only. The Complainants submit that the fixed rate that they *"finally settled on with [the Provider] was higher than what we were previously on with [their former provider], the term longer and interest only. As the point of the exercise was to get a better deal on our mortgage, opting for the fixed option if it was interest only, seems reasonable but not at the expense of relinquishing the tracker rate."*

The Complainants submit that between **December 2011** and **February 2012**, when the fixed interest rate period was due to expire the Complainants engaged with the Provider as they were not offered the original LTV tracker interest rate agreed. The Complainants further submit that following their request to revert to the original LTV tracker interest rate, the Provider offered the Complainants a tracker rate of ECB + 0.99%. However, the Complainants submit that this rate was *"less favourable"* than the original LTV tracker interest rate agreed.

The Complainants submit that when they objected to this less favourable tracker interest rate, they were asked by the Provider to provide an updated valuation of their house to confirm their current LTV ratio. The Complainants assert that obtaining a valuation *"was not possible given the market conditions at the time".* The Complainants further submit that asking them to *"prove that value of our house in 2012 was most unfair".*

The Complainants submit that the Provider informed them that as they did not furnish an updated valuation in 2012 proving their current LTV was at or below 80%, they had not satisfied the conditions required in order to avail of the LTV tracker product of ECB +0.50%. The Complainants submit that *"at the time the fight to revert to the tracker was very traumatic and stressful as we had just lost our business and decided not to pursue the matter further in case they changed their minds as they said it was a "gesture of goodwill" on their part."*

The Complainants submit that at no time during the initial discussions in 2006/2007, were they told or given any express indication that by choosing a fixed rate period that they were opting out of a future LTV tracker mortgage.

The conduct complained of is that the Provider failed to revert the Complainants' mortgage loan account to their original LTV tracker interest rate (ECB + 0.5%) on the expiry of the fixed interest rate period in February 2012.

The Complainants are seeking that the mortgage loan account be reverted to the tracker interest rate of ECB + 0.5% with effect from February 2012.

<u>The Provider's Case</u>

The Provider submits that the Complainants originally drew down the *"Loan to Value"* or *"LTV"* fixed interest rate loan on **28 February 2007** pursuant to the **facility letter** dated **7 February 2007**. The Provider further submits that this facility letter confirmed that the loan was for a period of 30 years and 1 month from drawdown, and that the interest rate

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was to be fixed for the first 5 years until "*1 December 2011*". The Provider further submits that the facility letter provided for a 5 year fixed rate of 4.73%.

The Provider submits that it does not have a detailed record of any meetings that took place between the staff members of the Provider and the Complainants in **2007**. However, the Provider submits that in the credit application dated **5 February 2007**, a member of the credit committee of the Provider raised the following query;

> *'from the advises it would appear that the clients can afford to put the mortgage on a capital and interest basis and I am unsure as to why they are choosing this route? **Ultimately the decision is with them** and if we are to assist we will be able to assist as sought.'*

The Provider also notes that from the credit application, it was evident that the Complainants requested that the mortgage would be interest only and detailed as follows;

> *"Customers are availing of Interest only mortgage with the view of making lump sum repayments after fixed period Level Term life Policy will be in place for 30 years to cover mortgage' and '**Customers require interest only mortgage because [Second Complainant] is self-employed and they want the option of flexibility with disposable income for the next 8 to 10 years."***

The Provider submits that they issued a roll over notification to the Complainants on **19 October 2011**, advising that the fixed interest rate period on the mortgage loan account was due to expire on **01 December 2011**. The Provider submits that this letter confirmed that the Complainants had the option to choose a variable rate, agree a new fixed rate or *"revert to an ECB tracker rate (with the margin which had applied before your fixed rate period), subject to certain qualification criteria."* The Provider submits that as the Complainants were not on an ECB tracker rate prior to entering into their fixed interest rate loan, they were not entitled to revert to an ECB tracker rate.

The Provider further submits that **Clause 11.4** of the **Terms and Conditions** in the facility letter details that *"Unless a further Fixed Period is agreed in accordance with clause 11.3, at the end of a Fixed Rate Period the rate of interest applicable to the Loan will revert to our then applicable variable home loan rate."*

The Provider submits that **Clause 12.1** of the **facility letter** details that "*If the Loan is a variable rate loan which is not linked to the ECB Refinance rate, the rate of interest applicable to the Loan will be our applicable variable home loan rate".* The Provider submits that Clause 12.1 makes it clear that the Provider's "*variable home loan rate*" is subject to change in response to market conditions, contrary to a loan linked to the ECB

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Refinance Rate as specified in **Clause 12.2** of the facility letter. The Provider's "*variable home loan rate*" clearly does not track the ECB Refinance Rate and the Provider submits that there is nothing in the facility documentation that makes this link.

The Provider submits that **Clause 1** of the **LTV Terms and Conditions** which were accepted and signed by the Complainants in the presence of their solicitor on **20 February 2007** detail that *"In the event that your LTV increases above 80% at any time during the term of your LTV mortgage, we reserve the right to convert your LTV Rate to our then applicable Home Loan rate (fixed or variable as the case may be)."*

The Provider submits that it issued a letter on **5 January 2012** to the Complainants which stated *'there was no contractual obligation to amend to the product onto an ECB LTV Tracker rate'.* The letter also detailed *'notwithstanding the above, in light of the circumstances and your relationship with us, we are prepared to offer you this rate as a gesture of goodwill'.* The Provider further submits that whilst the Complainants were not contractually entitled to an ECB Tracker interest rate, the Provider agreed to offer them an ECB Tracker interest rate "solely *as a gesture of good will*"

The Provider submits if the Complainants had been able to obtain a property valuation showing that their LTV was below 80%, the Complainants would have been entitled to a LTV reduced interest rate. The Provider submits that the Complainants original LTV ratio was 46.36% and this rate was calculated based on a property valuation dated 11 December 2006. In 2012 the Complainants were unable to provide a property valuation as their LTV was in excess of 80%, however the Provider submits that it agreed that the Complainants would still be offered a tracker interest rate loan with a margin of 0.99%, despite the Complainants having no contractual entitlement to this interest rate. The Provider further submits that it believes it is entitled to attach such conditions to such an offer and, is of the view that the valuation condition to determine the margin "*was reasonable*".

The Complaint for Adjudication

The complaint is that the Provider failed to revert the Complainants' mortgage loan account to their original LTV tracker interest rate (ECB + 0.50%) on expiry of the fixed interest rate period in February 2012.

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

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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 21 October 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, the final determination of this office is set out below.

The issue to be determined is whether the Provider failed to revert the Complainants' mortgage loan account to their original LTV tracker interest rate (ECB + 0.5%) on expiry of the fixed interest rate period in February 2012.

It is understood that there were discussions between the Complainants and the Provider with respect to the Complainants taking out a mortgage loan with the Provider in late **2006/early 2007**. It is understood that at the time the Complainants mortgage loan was with another Provider on a standard variable rate. I note that the Provider has indicated that it has "*checked all hard copy files and computerised records that it holds and the Provider does not have a detailed record of the meeting that took place between the staff members of the Provider and the Complainants in 2007*". The Provider has submitted that it cannot comment on the "*specific discussions*" which took place. It is disappointing that the Provider does not hold detailed records of the discussions or meetings with the Complainants, however it is nevertheless accepted between the parties that these took place.

It is understood from the Complainants' submissions that the "*initial discussions*" with the Provider were in relation to the loan to value tracker interest rate product that the Provider had available at the time. There is no documentary evidence on the file to support this, however on balance I accept that this was the nature of the initial discussions that took place.

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A letter issued by the Provider to the Complainant on **03 January 2007**, which was **9 pages** in total and was headed ***"Final Financial Summary"***. This letter which was signed by the Complainants on **03 January 2007** outlined, amongst other things, as follows;

> *"in my discussion with you, I have focused on the following:-the agreed LTV ratio, reference rate & difference between reference rate & the total LTV interest rate for this application is 46.36% respectively.-If interest rates rise by 2% after fixed term repayment will increase by an additional 848.75 per month."*

It is understood that the loan to value ratio was set on the basis of a valuation prepared by an estate agent dated **11 December 2006**. A copy of the **valuation report** has been submitted in evidence to this office. The valuation report outlined that the property had a vacant possession valuation of €1,100,000 at the time.

The **Credit Application** was submitted to the Provider for a "*Fixed Rate Home Loan*" on **05 February 2007**. I note that the credit application noted that the "*customers require Interest only mortgage because [Second Complainant] is self employed and they want option of flex[i]bility with disposable income for the next 8 to 10 years."*

The Complainants' mortgage loan documentation comprises of the Fixed Rate Home Loan, the General Conditions for Annuity Home Loans and the Conditions for the Provider LTV Mortgages. The following are extracts from the mortgage loan documentation relevant to the Complainants' complaint.

- **The Fixed Rate Home Loan**

The **Fixed Rate Home Loan** issued by the Provider to the Complainants dated **07 February 2007**. The ***"important information"*** section on **page 1** included the following;

"Amount of credit advanced:		*EUR 510,000*
Period of Agreement: 30 years 1 month(s) from drawdown		
Number of Repayment Instalments:	*58 payment(s) of*	*EUR 2,031.75*
	301 payment(s) of	*EUR 2,058.68*
	1 payment(s) of	*EUR 512,052.70*

…
APR: 4.94% fixed"*

The "***Schedule"*** section on **page 2** of the **Fixed Rate Home Loan** detailed as follows;

"Rate of Interest: 4.80% per annum, fixed
4.84% per annum, variable

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Fixed rate: Roll-over date: 1 December 2011. The Roll-over Date is the start of the standard variable interest rate at that time. The fixed rate period expires on the date preceding this day.

You will make interest only payments during the whole period so you will still have to repay the original capital amount at the end of the mortgage term. The interest charged may vary during the course of the loan"

The "***Acceptance and Authority***" section on **page 4** of the **Fixed Rate Home Loan** detailed as follows;

"WARNING – THIS IS AN IMPORTANT LEGAL DOCUMENT AND YOU ARE STRONGLY ADVISED TO SEEK INDEPENDENT LEGAL ADVICE BEFORE YOU SIGN YOUR ACCEPTANCE

I/We have read and understand the nature and contents of this Loan Agreement
I/We agree to be bound by this Loan Agreement
Where applicable I/We irrevocably authorise my/our solicitor to give the undertaking(s) referred to in clause 3 of the General Conditions and I/We irrevocably authorise you to pay the Loan through my/our Solicitor (unless another mode of payment is agreed by my/our Solicitor)."

The "***Acceptance and Authority***" was signed by the Complainants on **20 February 2007**, and was witnessed by a solicitor.

- **General Conditions for Annuity Home Loans**

Condition 11 of the **General Conditions for Annuity Home Loans** details as follows;

"11 Interest – Fixed Rate Loans

11.1 If the Loan is a fixed rate loan the rate of interest applicable to the Loan for the Fixed Period specified in the Schedule will be our applicable fixed home loan rate on the date of drawdown of the Loan or, if a margin over or under the rate is specified in the Schedule, the aggregate from time to time of that margin and the applicable fixed home loan rate. The applicable fixed home loan rate at the date specified in the Important Information Notice is the rate specified in the Schedule.

...

11.3 You may, prior to the expiration of a Fixed Period, request us to fix the rate of interest on the Loan for such further period as you may specify (so long as

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it is a period for which we offer fixed rates on home loans). If we agree to such request (and we have no obligation to do so) the rate of interest applicable to the Loan for the requested Fixed Period shall be our applicable fixed home loan on the first date of the requested Fixed Period or, if a margin is specified in the Schedule, the aggregate from time to time of that margin and such fixed home loan rate.

11.4 Unless a further Fixed Period is agreed in accordance with clause 11.3, at the end of a Fixed Period the rate of interest applicable to the Loan will revert to our then applicable variable home loan rate.

Condition 12 of the **General Conditions for Annuity Home Loans** detail as follows;

12 Interest – Variable Rate Loans

12.1 If the Loan is a variable rate loan which is not linked to the ECB Refinance rate, the rate of interest applicable to the Loan will be our applicable variable home loan rate or if a margin over or under that rate is specified in the Schedule the aggregate from time to time of that margin and the applicable variable home loan rate. Our variable home loan rate is subject to variation from time to time in response to market conditions and such rate at the date specified in the Important Information Notice is the rate quoted in the Schedule.

12.2 If the Loan is an ECB Tracker Variable Rate Home Loan, then the interest rate is linked to the ECB Refinance Rate. The rate of interest specified in the Schedule is the rate applicable to the Loan at the date of the facility letter, and it represents the sum of the ECB Refinance Rate on that date and an agreed margin ("the ECB rate margin"). The ECB Refinance Rate is subject to variation, and the rate of interest applicable to the Loan shall be the ECB rate margin added to the ECB Refinance Rate from time to time, and shall vary accordingly.

- **Conditions for the Provider LTV Mortgages**

The **Conditions for the Provider LTV Mortgages** detail that the "*Terms and Conditions"* set out in the "*Housing Loan Agreement*" apply to the LTV Mortgage "*as amended by these special conditions, which also apply"*

Clause 1 of the **Conditions for the Provider LTV Mortgages** detail as follows;

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"Provided that the ratio of the amount of your total borrowing to the value of your property, expressed as a percentage (LTV), is not more than 80%, the LTV interest rate applicable to your loan (the "LTV Rate") is calculated by reference to your LTV and the [Provider] Base Rate (if your loan is a fixed rate LTV loan) or ECB Base Rate (if your loan is an ECB Tracker LTV loan) (in either case the "Reference Rate"), on a weighted, tiered pricing basis. For this purpose, we determine what portion of your loan falls within each of the following tiers of difference between your Reference Rate and your LTV Rate (the "Difference"), and calculate the average, weighted Difference for your loan ("Weighted Difference") accordingly;

(a) Lowest Tier: LTV of 0% - 50% = Difference of 0.5%
(b) Next Tier: LTV of 50% - 60% = Difference of 0.6%
(c) Highest Tier: LTV of 60% - 80% = Difference of 0.8%

Your LTV Rate is then the sum of your Reference Rate and your Weighted Difference.

In the event that your LTV increases above 80%, at any time during the term of your LTV mortgage, we reserve the right to convert your LTV Rate to our then applicable Home Loan rate (fixed or variable as the case may be). Your LTV Rate at the date of drawdown of your loan will be our LTV Rate (fixed LTV or ECB Tracker LTV as the case may be) applicable at that date."

Clause 2 of the **Conditions for the Provider LTV Mortgages** identified that the LTV for the Complainants' mortgage loan was **46.36%** as of February 2007.

The **Conditions for the Provider LTV Mortgages** were also signed by the Complainants on **20 February 2007**.

The terms and conditions of the Complainants' mortgage loan documentation outlined that a fixed interest rate would apply to the mortgage loan until **December 2011** and then the loan would roll onto a standard variable interest rate. This was clearly set out in the Schedule and condition 11.3 of the General Conditions for Annuity Home Loans. In accordance with condition 12.1 of the General Conditions for Annuity Home Loans the standard variable rate was one that was "*not linked*" to the ECB Rate and was rather *"subject to variation from time to time in response to market conditions".* The Schedule to the Fixed Rate Home Loan did not contain any reference to an ECB rate, such as was required for the application of a tracker interest rate to the Complainants' mortgage loan under condition 12.2. The Complainants signed the mortgage loan on **20 February 2007**, with a clear written warning to seek independent legal advice and confirming that they had read and understood the nature and content of the loan agreement.

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The fact that there were initial discussions between the Complainants and the Provider about the application of the LTV tracker interest rate on the mortgage loan before the application for credit was submitted does not change the fact that the mortgage loan that the Complainants ultimately applied for was a fixed interest rate loan and the Complainants then signed their mortgage loan documentation in February 2007, which did not contain a contractual provision entitling them to the application of a LTV tracker rate on their mortgage loan either at that time or at a later point in time. I note that the Complainants make continued reference in their submissions about "*reverting*" to, "*opting out of*" and "*relinquishing*" a tracker rate. However, the Complainants' mortgage loan was never on a tracker interest rate, the rate offered and agreed to by the Complainants was a LTV Fixed interest rate, reverting to a standard variable rate.

The Provider issued a letter to the Complainants dated **19 October 2011**, advising them that the fixed rate period was coming to an end and *"you now have the opportunity to review and agree the interest terms for the remaining term of your loan".* This letter detailed that if no response was received by **28 November 2011** that the interest rate would revert to the applicable variable rate. I accept that this was in accordance with the terms and conditions of the mortgage loan, as I have detailed above.

I note that the letter of **19 October 2011** also detailed that there *"may"* be options to choose between other rates, as follows, and the Complainants could contact the Provider to discuss them;

- *"To move to a variable rate*
- *To agree a new fixed rate period*
- *To revert to an ECB tracker rate (with the margin which had applied before your fixed rate period), subject to certain qualification criteria."*

The Complainants wrote a letter of complaint to the Provider dated **02 December 2011** and "*requested*" that the Provider "*reconsider*" the decision not to offer the Complainants a tracker interest rate on the mortgage loan.

The Provider wrote to the Complainants on **05 January 2012**, and outlined that the Provider was "*satisfied that the correct rate is being applied to your loan and there is no contractual obligation to amend the product onto an ECB LTV Tracker rate."* The Provider also outlined that;

> *"Notwithstanding the above, in light of the circumstances and your relationship with us, we are prepared to offer you this rate as a gesture of goodwill."*

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The Complainants and a representative of the Provider had a telephone call on **16 January 2012** which was followed by an email from the Complainants to the Provider. This email outlined that the Complainants would like to organise a valuation as soon as possible and sought clarity as to the position if the Complainants did not get a loan to value valuation of under 80%. I note that the Complainants outlined;

> *"I have checked my documentation and I note that the agreed total LTV interest rate for our mortgage on switching to [the Provider] was 46.36% (letter dated 3rd January 2007). This was an excellent rate obviously reflective of the market at the time and understandably that type of rate would not be offered to an applicant today. As we are existing customers and [the Provider] have agreed that in light of this and the particular circumstances outlined the ECB Tracker rate is being offered, I would have thought that regardless of the 80% cut off there would be some scope to agree a rate that we would both be happy with."*

The Provider's representative responded by email on **18 January 2012** and stated as follows;

> *"Firstly, to put your mind at ease, as the letter dated 05.01.2012 states, the [Provider] is agreeable to giving you the ECB tracker rate.*
>
> *It is the margin above ECB rate that the [Provider] needs to confirm and this is dependent on what the Loan to Value ratio comes in at.*
>
> *It is for this reason that we require a new valuation report to be completed so as we can establish what the new Loan to Value (LTV) ratio is.*
>
> *If the LTV comes in under 80% the [Provider] is agreeable to give you an ECB tracker rate + 0.5% margin, which would currently equate to 1.5% as of todays rates.*
>
> *If the LTV comes in over the [Provider] would be agreeable to give you an ECB tracker rate + 0.99% margin, which would currently equate to 1.99% as of todays rates."*

The Complainants emailed the Provider on **25 January 2012** and outlined that discussions had taken place with an estate agent and that the Complainants had outlined to him that a valuation of minimum €635,000 was required to satisfy the 80% LTV cut off. The Complainants further outlined;

> *"He has been very fair as he has told me straight up that he cannot give me a valuation for that amount…..Coincidentally figures released yesterday by the CSO are suggesting house prices in Dublin are now 54% lower than their peak in early 2007."*

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It is understood that the Complainants did not commission a valuation at the time and signed the side letter confirming the application of the LTV Tracker Rate of ECB + 0.99% to the mortgage loan account.

In this regard, the Complainants submit that "*to ask us to prove the value of our house in 2012 was most unfair*". I cannot accept that the conduct of the Provider in late 2011 and early 2012 was in any way unreasonable. The Provider offered the Complainants a LTV tracker interest rate on their mortgage loan account when there was no contractual obligation on the Provider to do so.

The Provider's internal notes detail that the "*goodwill gesture*" was to offer the Complainants the product as if they had it previously, which was not the case. As such it appears to me that the LTV tracker rates offered were the rates that were available in 2007, that is, if the loan to value was greater than 80% then a rate of ECB + 0.99% would apply or if the loan to value was less than 80% then a rate of ECB + 0.50% would apply. The Complainants were given the opportunity to seek a valuation in 2012 in order to avail of the ECB + 0.50% rate, but they decided not to proceed to get one on the basis of the information given to them by the valuer they were in contact with at the time. The valuer had confirmed to the Complainants that he could not give the Complainants a valuation for €635,000 at that time.

It was not reasonable for the Complainants to expect the Provider to rely on the 2007 valuation of €1,100,000 some five years later in 2012. The Complainants themselves in their email of 25 January 2012, recognised that house prices at that time were "*lower*" than their peak in early 2007. In any event, it is worth noting that even if the Complainants had drawn down the mortgage loan in 2007 on the ECB Tracker LTV loan of ECB + 0.5%, on the basis of the 46.36% LTV, **Clause 1** of the **Conditions for the Provider LTV Mortgages**, gave the Provider the right to "convert" the mortgage loan to the home loan rates (fixed or variable) if the LTV increased above 80%. The Provider would have had the entitlement to do this in 2012.

For the avoidance of doubt, I am of the view that there was no contractual obligation on the Provider to offer the Complainants an LTV tracker interest rate on their mortgage loan account on the expiry of the fixed rate LTV period in **December 2011**. The Complainants engaged with the Provider at the time the loan was taken out to explore options and the potential option of the LTV Tracker Rate was explored, however that is not the rate that the Complainants elected to pursue in February 2007. The Complainants elected for the LTV Fixed interest rate and signed the mortgage loan documentation on that basis.

However I note that the Provider as a gesture of goodwill offered the Complainants an ECB LTV Tracker Interest Rate Loan in January 2012. The Complainants did not submit the

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valuation required to avail of the ECB + 0.5% (LTV less than 80%). The Complainants instead availed of the LTV greater than 80% tracker rate of ECB + 0.99%, January 2012. I note that at the time the Home Loan Variable Rate was 4.35%.

In the circumstances, I can find no fault on the Provider part in its dealings with the Complainants and find the offer made by the Provider in January 2012 was reasonable.

For the reasons set out above, I do not uphold the complaint.

Conclusion

My Decision is that this complaint is rejected pursuant to ***Section 60(1)*** 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

13 November 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.