



<b><u>Decision Ref:</u></b>	2019-0398
<b><u>Sector:</u></b>	Banking
<b><u>Product / Service:</u></b>	Repayment Mortgage
<b><u>Conduct(s) complained of:</u></b>	Lost or mislaid title deeds Dissatisfaction with customer service Failure to process instructions in a timely manner Maladministration (mortgage)
<b><u>Outcome:</u></b>	Partially upheld

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

**Background**

The Complainants redeemed their mortgage loan in **May 2017**. Following the redemption of their loan, it took the Provider 6 months to return the Complainant's title deeds. The Complainants are dissatisfied with the length of time it took the Provider to return their title deeds. The Complainants are also dissatisfied with the level of customer service received from the Provider during this time.

**The Complainants' Case**

The First Complainant states that she redeemed her mortgage in full on **25 May 2017** and that she was assured on **30 May 2017** by the Provider's agent that her redemption payment had been received. The First Complainant states that she was asked to nominate a solicitor for the purpose of returning her title deeds and that she would have her deeds within 6 weeks. She states that when the 6 week period had elapsed and her solicitor had not received the title deeds, she contacted the Provider's service provider to enquire as to the whereabouts of her deeds. The First Complainant states that during each phone call she was told that there was a delay with the Land Registry. The First Complainant states that *"I got sick and tired of hearing the same tale ..."* and she decided to contact the Land Registry to

find out what the legal delay was, and how much longer it would take for her title deeds to be returned.

The First Complainant states that she was advised by the Land Registry that there was no legal issue with her folio. She states that the Land Registry informed her that the Provider had not requested an e-discharge (an online discharge system). The First Complainant states that *"I was so upset that I was spun lies from 30/05/2017 to 09/08/2017 that I rang [the Provider's service provider] back and asked to speak to the Manager."* She states that when she contacted the service provider there was no manager available to speak to her and she was advised that they would call her back.

The First Complainant states that she asked for

*"... a contact telephone number, email address or fax number for [the Provider] and [the service provider] refused point blank to give me any contact details ..."*

The First Complainant states that she did an internet search for the Provider's contact details and she spoke to a very helpful customer service agent who did her best to help her but unfortunately she was told by her manager that the First Complainant would have to wait for a call back from the service provider. The First Complainant states that

*"I was so disgusted about how poorly I was treated. As an Irish customer not being able to discuss your mortgage query directly with your Bank is a disgrace ..."*

The First Complainant made a complaint in respect of her treatment on **9 August 2017** and received a call from the service provider later that day who advised that the Provider does not want to use the e-discharge system and this was a matter that had been ongoing for a number of months. The First Complainant states that she was annoyed to learn that the Provider's

*"... failure to comply with the e-discharge system was ongoing for months before I redeemed my mortgage. It's the lies that [the service provider] spun to me from May to 09/08/2017 is what's really maddening."*

The First Complainant submits that she should have been informed when she first enquired about redeeming her mortgage that there would be a lengthy delay in obtaining her title deeds, and she should not have been told 6 weeks. The First Complainant states that the service provider advised her that her complaint about the poor customer service she received would be fully investigated and she would have the results of this investigation within 40 days. The First Complainant states that after a number of telephone conversations with the service provider, she still had no update as to how long it would be before her title deeds were returned.

The First Complainant states that she received a call from the service provider on **8 September 2017**, advising that the Provider's solicitors were endeavouring to obtain her title deeds and that a letter would issue to her stating that her mortgage was paid. The First Complainant states that she received a further call from the service provider on **13**

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**September 2017** to advise that her deeds would be back with its solicitors the following week. The First Complainant contacted the service provider on **22 September 2017** as she had not heard back from it on **20 September 2017**. She was informed that there was still no update on her deeds and that further attempts would be made by the service provider the following week. The First Complainant received a call from the service provider on **25 September 2017** advising that supporting documentation needed from the Provider had not yet been received.

The First Complainant received a further call from the service provider on **2 October 2017** advising her that there was still no update regarding her deeds. She says that she informed the service provider that the 40 day period for investigating her complaint had elapsed and she wanted a response. The First Complainant received a letter from the Provider dated **3 October 2017** advising her that her complaint was still being investigated.

In **October 2018**, the First Complainant set the complaint out as follows:

*“So quick recap of my complaint:*

*1 Mortgage Redeemed 25/05/2017 – deeds should have been with my solicitor 6 weeks later.*

*2 Lied from 30/05/2017 to 09/08/2017[the service provider] ... about a legal delay with Land Registry – when all along they were well aware of issues using e-discharge system for months before I redeemed my mortgage.*

*3 Complaint about poor customer service not investigated and reported on within the advised time frame.*

*4 Still don't have my deeds and no indication as to how much longer*

*5 [The service provider] should not be investigating customer service complaints themselves – I don't feel they will give an impartial view.*

*6 [The Provider is] not above the law of the land and should comply with e-discharge system so Irish customers can get their deeds back in a timely fashion.”*

### **The Provider's Case**

The Provider states that prior to **March 2017** its process was to order the title deeds pack from its offsite storage facility and once returned, its appointed legal team would review the relevant documentation to ensure all documents were enclosed. The Provider states that it would then write to the relevant borrower to confirm their preferred option for the release of the title deeds – whether they would like the deeds issued to them directly or to their nominated solicitor.

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The Provider submits that once it reviews a borrower's instructions, a Deed of Discharge is then drafted in order to have its charge removed from the property's folio. The Deed of Discharge is then executed by the Provider under hand of an authorised signatory and then sent to the Property Registration Authority of Ireland (**PRAI**) for registration. Once the Deed of Discharge is registered, the discharged title deeds are sent directly to the borrower or their nominated solicitor. The Provider states that this process normally took a period of 8 weeks to complete providing the borrower returned their instructions for delivery in a timely manner.

The Provider states that it was not able to comply with this process when the Complainants redeemed their mortgage in **May 2017** because the PRAI had raised queries in **March 2017** regarding the process for vacating the charges it had registered. The Provider advises that in **March 2017** the PRAI changed its practice regarding the type of evidence it was willing to accept in respect of the execution of documents by or on behalf of charge holders. In particular, the Provider submits, where documents were executed under powers of attorney, the PRAI sought copies of the relevant powers of attorney granted to named individuals, as opposed to powers granted to the holders of named positions.

The Provider submits that this change in practice was not unique to it. It is the Provider's understanding that the PRAI refused documents submitted to it by other financial service providers for the same reason. The Provider states that as it had documents executed by authorised signatories, who were authorised pursuant to a complex matrix of documents, and such signatories did not and do not generally hold powers of attorney, it was necessary to find a mechanism that provided evidence acceptable to the PRAI of the valid execution of documents, including discharges.

The Provider states that the PRAI continued to refuse to accept its documents for a number of months. In **August 2017**, the Provider delivered an opinion to the PRAI as a proposed solution to the problem. The Provider states that the PRAI accepted this opinion but only in respect of documents executed up to **7 July 2017** (the date on which it had amended one of its Practice Directions). The Provider states that following protracted negotiations, on **27 September 2017** the PRAI agreed to vary one of its Practice Directions slightly. This amendment enabled the PRAI to accept the Provider's documentation but only if each document was accompanied with a certificate executed by a lawyer qualified to practice in the Provider's jurisdiction. The Provider states that it proceeded to implement a process that would satisfy the PRAI's requirements.

The Provider submits that the Complainants met their obligations under their mortgage on **29 May 2017** and their mortgage loan account was closed on **13 June 2017**. The Provider states that the Complainants' title deeds were received by its legal department on **20 June 2017** and the Complainants' signed instructions regarding the delivery of their title deeds was received on **26 June 2017**. The Provider states that the First Complainant spoke with its customer care department in **July, August and September 2017** and it was confirmed to her that the Provider was having on-going issues with the PRAI which meant it could not issue the vacated title deeds in respect of her property. The Provider further submits that it was unable to confirm a timeframe as to when this issue would be resolved.

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The Provider states that in recognition of its on-going discussions with the First Complainant, the title deeds were sent to its external solicitors in a bid to expedite the release of the charge over the property. The Provider states that it then submitted a Deed of Discharge along with the requested certificate executed by an appropriately qualified lawyer, to the PRAI for registration on **4 October 2017**. The registration was completed by the PRAI on **11 October 2017** and this subsequently came to the attention of its external solicitors on **19 October 2017**.

The Provider states that its solicitors wrote to the Complainant's solicitors on **24 November 2017** requesting that they confirm if their preferred option was for the title deeds to be sent to their offices directly. The Provider states that the title deeds were subsequently collected from its appointed solicitors on **6 December 2017**.

The Provider states that it is important to note that it became aware that the PRAI wanted a change to the vacate process, when deeds of discharge presented to it for other vacate application were declined in **March 2017** and

*"[a]s such the [Provider was] not in a position to set the Complainants (sic) expectations from the outset (redemption of the mortgage) as to the issuance of the title deeds prior to 27 September 2017 at the earliest once the new PRAI Deed of Discharge process was accepted."*

Further to this, the Provider states that it was not given a transition period to amend the process and the PRAI's requirements were only brought to its attention when Deeds of Discharge presented to the PRAI were declined. The Provider

*"... recognises that this was an extremely frustrating situation for the Complainants and as such this case was treated as a priority ..."*

The Provider also

*"... recognise[s] there was a delay in our appointed solicitor contacting the Complainant's solicitor ... to arrange the delivery of the vacated title deeds. The [Provider] would like to take this opportunity to apologise for the level of service the Complainants received for this period."*

The Provider states that it is satisfied that it exhausted all avenues in resolving the issues raised by the PRAI. The resolution of this matter was solely reliant on the PRAI accepting its proposed changes. Once a revised process was agreed, it promptly took the relevant measures to implement a process. However, due to a situation outside of the Provider's control, it was not in a position to present the Complainants' Deed of Discharge any earlier than on **4 October 2017**.

In respect of the e-discharge system, the Provider states that it has never used this system with the PRAI and there is no obligation on it to use this vacate system. The Provider states that while the First Complainant was advised that the e-discharge system had been an issue raised between the Provider and the PRAI, she was subsequently advised on a number of

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occasions that the ongoing delays experienced by the Provider with the PRAI were not associated with the e-discharge system.

The Provider submits that the Complainants have not been disadvantaged financially as a result of the issues in this complaint. The Provider states that the Complainants' mortgage loan account would have incurred interest in the sum of €320.35 for the six months prior to redemption.

The Provider says that if the Complainants had been aware of the issue with the PRAI prior to redeeming their mortgage and had chosen not to redeem it until the PRAI issues were resolved, their account would have accumulated further interest. The Provider states that it also awarded the Complainants the sum of €100.00 on **12 December 2017** in recognition of the issues raised. Furthermore, the Provider submits that the Complainants did not make it aware of any financial transactions that were dependent on the issuance of their title deeds.

The Provider states that the First Complainant's complaint was fully investigated and all steps were taken to resolve it. The Provider appreciates that while a complaint was raised on **9 August 2017** and it took until **12 December 2017** for a final response letter to be issued, its handling of the complaint was in accordance with its obligations under the Consumer Protection Code, 2012.

The Provider states that regarding the issue raised by the First Complainant that she was not afforded the opportunity to contact it directly, the Provider states that the Complainants' account information had been made totally available to its service provider. The Provider states that its service provider is in place to offer support to its customers and it is for this reason that the First Complainant was advised that she could not be provided with a contact number for the Provider.

### **The Complaint for Adjudication**

The Complaint is the Provider has acted wrongfully insofar as:-

1. The Provider delayed unreasonably in returning the Complainants' title deeds;
2. Between **30 May 2017** and **9 August 2017** the Provider/the Provider's service provider misled the First Complainant regarding the legal delay with the PRAI;
3. The First Complainant's complaint regarding the level of customer service she had received, was not investigated and reported on by the Provider within the advised timeframe;
4. The Provider gave no indication as to how long it would take to return the Complainants' title deeds;

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5. The Provider's service provider wrongfully investigated a customer service complaint against itself.
6. The Provider failed to comply with the PRAI's e-discharge system.

### **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 5 November 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.

### **Analysis**

By letter dated **28 April 2017**, the Complainants wrote to the Provider indicating that they wished to redeem their mortgage loan and they requested a redemption statement. The Provider furnished the Complainants with redemption figures on **2 May 2017**. The Complainants received a letter from the Provider dated **30 May 2017** confirming receipt of the Complainants' redemption payment. By letter dated **20 June 2017**, the Provider wrote to the Complainants to inform them that their loan was fully repaid and that it was in a position to release their title deeds. The letter enclosed an Instruction to Deliver Title Deeds and asked the Complainants to select how they wished their title deeds to be returned. This instruction was completed by the Complainants and dated **23 June 2017**.

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### ***The First Element***

The Provider has set out the basis for the delay associated with the return of the Complainants' title deeds. This delay arose from a change in practice in the PRAI regarding the execution of documents. I accept that it took some time for the Provider to be in a position to comply with the new PRAI requirements and accordingly, the Provider was not in a position to present the relevant documents in respect of the Complainant's title deeds to the PRAI until **4 October 2017**. I accept that the delay associated with the change in PRAI requirements was beyond the control of the Provider and that the Provider endeavoured to address the issues raised. While this may have caused a delay in the return of the Complainants' title deeds, I do not accept that the Provider was responsible for this delay. However, I note that there was a delay of over one month on the part of the Provider's solicitors in communicating with the Complainants' solicitors regarding the return of the title deeds. While the Provider acknowledges this delay, I do not accept that this was a reasonable or unavoidable delay, particularly given how closely the First Complainant had been following up on the outstanding deeds, and given that it was abundantly clear to the provider that the Complainants were keen to receive them as soon as possible.

### ***The Second Element***

The Complainants state that between **30 May 2017** and **9 August 2017** Provider/the Provider's service provider misled the First Complainant regarding the legal delay with the PRAI. There were a number of telephone conversations between the First Complainant and the service provider during this period, and recordings of these calls have been furnished in evidence.

During a telephone conversation that took place on **11 July 2017**, the First Complainant enquired as to whether her title deeds had been sent to her solicitor. The service provider advised the First Complainant that the deeds had not been sent to her solicitor as there was a delay due to a general legal issue with the PRAI, not specific to the Complainants, in terms of releasing deeds. The service provider explained that this was affecting a number of financial service providers and this issue was currently being resolved. The Provider advised the First Complainant that it would not be too much longer until the issue was resolved but could not give an exact timeframe.

The First Complainant made a follow-up call on **19 July 2017** seeking an update in respect of the return of her title deeds. The First Complainant was again advised that there was an issue with the PRAI and that the Provider's service provider did not have any further updates regarding the issues with the PRAI. The First Complainant made a further telephone enquiry regarding the return of her title deeds on **9 August 2017**. The First Complainant was advised that there was an issue with the PRAI and that the Provider was working with the PRAI to resolve the matter.

During the first of four telephone conversations that took place on **9 August 2017** the First Complainant was advised that her title deeds would be issued in due course, however, a timeframe for this could not be given. She was further advised that it was not an issue with

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her mortgage and rather it was an issue that arose when mortgages were redeemed and the vacate/discharge of the mortgage was being processed by the PRAI.

During the second call the First Complainant stated that she had spoken to the Land Registry, that her folio was checked, there was no legal issue with her folio and that the Provider had not sent in the e-discharge. The Provider's service provider explained to the First Complaint that there was an issue with the Provider's vacate process. She then asked to speak to a manager. She was then advised that a manager was unavailable and the service provider sought to arrange a call back. The First Complainant then asked for the telephone number for the Provider's main office. The service provider advised the First Complainant that she did not have this contact number.

During the third call, the First Complainant requested the telephone number for the Provider's legal department. She was advised by the service provider that he did not have a direct dial for this department as all queries come through the service provider. The First Complainant was advised that the service provider does not operate by email for security reasons and that the legal team do not take direct calls and any query would have to go through customer service.

During the fourth call the First Complainant received a call back from the service provider. She was advised that there was a problem with the PRAI and that the Provider does not use the e-discharge system. The service provider further explained that the PRAI was not happy with the process the Provider was using and this process was challenged by the PRAI and the PRAI had stopped releasing title deeds because of this. The First Complainant was advised that the Provider had replied to the PRAI with their suggestion was to what the process should be and this would be presented to the PRAI on the coming Friday. The service provider advised that until the issue was resolved, the PRAI would not release any deeds. The First Complainant was further advised that her contact in the Land Registry must not have been aware of this issue.

The First Complainant states that she was advised by the Land Registry that there was no issue with her folio and the Provider had not used the e-discharge system. While there was a delay returning the Complainants' title deeds and this was frustrating for the Complainants, I accept that the reason for this delay was explained on a number of occasions to the First Complainant in that there was a problem with the process adopted by the Provider regarding its vacate procedure. It was also explained that this was a general problem and not specific to the Complainants' mortgage. It was also explained to the First Complainant that the vacate process used by the Provider was separate from the e-discharge system and, as also explained to the First Complainant, this system was not used by the Provider.

Regrettably, much of this disappointment to the Complainants might have been avoided, if the information originally given to the First Complainant, by the Provider's service provider had been up to date. Given the issues which the Provider was on notice of with the PRAI, the deeds were highly unlikely to have been made available in a period of 6 weeks. Indeed the Provider, in responding to this complaint has suggested that without these specific PRAI difficulties, the period was likely to have been 8 weeks. Therefore, I take the view that the Provider ought to have kept its service provider fully acquainted with these developments

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so that it would not needlessly give unrealistic timeframes to its customers. I believe that the Provider has a case to answer to the Complainants, in that regard.

I note that once the First Complainant pursued the matter seeking further information, she was then given specific and accurate information regarding the precise reasons for the delay which was being encountered, and the Provider's service provider explained clearly that the timeline was dependent upon the ongoing interactions with the PRAI. Certainly, these ongoing delays were very frustrating for the Complainants, but it was not open to the Provider to solve that difficulty without the agreement of the PRAI.

### ***The Third and Fourth Elements***

The First Complainant made a complaint to the Provider on **9 August 2017**. This complaint related to the delay in the return of her title deeds and the poor customer service she had received. During the third call which took place on **9 August 2017** the First Complainant was advised that she would receive a resolution to her complaint after 40 days.

By letter dated **15 August 2017**, the Provider wrote to the First Complainant acknowledging receipt of her complaint and advised that her complaint would be investigated. The Provider wrote to the First Complainant on **5 September 2017** advising that the investigation into her complaint was ongoing and apologised that she had not yet received a response. The Provider also wrote to the Complainants' solicitors on **5 September 2017** stating, amongst other things, that it was making the necessary arrangements to furnish the Complainants with their title deeds. The First Complainant received two further updates on her complaint on **3 October 2017** and **1 November 2017**. Both letters explained that the Provider was experiencing delays regarding the vacating of security, as a result of a query raised by the PRAI.

The first of these letters explained that the Provider was attempting to resolve this matter while the second letter explained that significant progress had been made, and documentation had been sent to the PRAI. The Provider sent a final update to the First Complainant on **29 November 2017** and advised her that it was not in a position to resolve her complaint as its solicitors were awaiting the return of a signed final receipt from the Complainants' solicitors. The First Complainant received a final response to her complaint on **12 December 2017**.

Chapter 10.9 of the Consumer Protection Code, 2012 sets out a procedure that a regulated entity must endeavour to follow when handling, investigating and resolving complaints. In particular, chapter 10.9(c) states that:

*"the regulated entity must provide the complainant with a regular update, on paper or on another durable medium, on the progress of the investigation of the complaint at intervals of not greater than 20 business days, starting from the date on which the complaint was made"*

Further to this, chapter 10.9(d) states that:

*“the regulated entity must attempt to investigate and resolve a complaint within 40 business days of having received the complaint; where the 40 business days have elapsed and the complaint is not resolved, the regulated entity must inform the complainant of the anticipated timeframe within which the regulated entity hopes to resolve the complaint and must inform the consumer that they can refer the matter to the relevant Ombudsman, and must provide the consumer with the contact details of such Ombudsman ...”*

It is important to bear in mind that not all complaints are the same and it may not be possible to investigate and resolve every complaint within the 40 day period provided for in chapter 10.9. From the correspondence outlined above, the Provider acknowledged the First Complainants' complaint within 5 working days of the making of the complaint. The Provider then sent the First Complainant a number of updates advising her as to the status of its investigation into her complaint – it appears that all but one of these updates were sent within 20 working days. These updates also advised that the Provider hoped to have its investigation into the complaint completed within 20 working days. The Provider then delivered its response to the complaint on **12 December 2017**.

Taking the above matters into consideration and in particular the nature of the issue the Provider faced with the PRAI, I do not accept that the First Complainant's complaint was not investigated and reported on within the advised timeframe. Furthermore, having regard to the correspondence outlined in this section and the telephone conversations that took place between the parties, I do not accept that the Provider gave no indication as to how long it would take to return the Complainants' title deeds. Rather, it explained clearly that the timeline was dependent upon its ongoing interactions with the PRAI.

### ***The Fifth and Sixth Elements***

It is not unusual for a financial service provider to consider complaints made against it, whether that financial service provider acts via an agent or a separate service provider. I do not consider it inappropriate for a financial service provider to investigate its own complaints. Naturally, appropriate measures should be in place, in order to bring objectivity to the examination of such issues, but there is nothing in the evidence before me to suggest that the Provider in any way breached the terms of the Central Bank of Ireland's Consumer Protection Code, arising from the Provider's service provider taking it upon itself to examine the concerns which had been raised by the First Complainant. The investigation of complaints provides a very beneficial opportunity to such entities to consider the way in which their own interactions with customers have come about and indeed any issues which may be causing concern to such customers.

I also take the view that it is entirely a matter for the Provider's commercial discretion as to whether or not it wishes to engage with the PRAI's e-discharge system. As it transpires, in this instance, the availability of the e-discharge system had no bearing on the position of the Complainants in circumstances where the delay in securing the release of their Title Deeds to the property, arose as a result of a change in procedure at the PRAI, which affected not only the respondent Financial Service Provider, but a number of other financial service

providers, until such time as a resolution was found to the difficulties created by the particular change in procedure.

Accordingly, I do not believe that the Provider has a case to answer to the Complainants regarding these elements of the complaint.

### ***Goodwill Gesture***

Bearing in mind my comments above regarding the first and second elements of the Complainants' complaint, I consider it appropriate to partially uphold this complaint. I note that in a submission to this Office dated **14 September 2018**, the Provider states that it:

*"... would like to offer the Complainants a further sum of €500.00 in recognition of the time they invested in resolving this matter and the concern it caused them. This sum is offered on the basis that it remains clear that the [Provider] exhausted all avenues in resolving this matter. Furthermore, the [Provider] would like to clarify that the Complainants vacated title deeds were among the first to be processed by the PRAI as the [Provider] took into consideration the issues raised by the Complaint."*

It is disappointing that this goodwill gesture offered by the Provider, which I believe to be a reasonable sum of compensation for the delay on the part of the Provider, was not offered at an earlier stage, rather than the figure of €100 which I do not consider to have been in any way reasonable in the circumstances. Accordingly, to mark my decision that this complaint is partially upheld, I direct the Provider to make that compensatory payment of €500 to the Complainants, in order to bring finality to this complaint.

## Conclusion

- My Decision is that this complaint is partially upheld, pursuant to **Section 60(1)** of the **Financial Services and Pensions Ombudsman Act 2017**, on the grounds prescribed in **Section 60(2)(g)**.
- Pursuant to **Section 60(4) and Section 60 (6)** of the **Financial Services and Pensions Ombudsman Act 2017**, I direct the Respondent Provider to make a compensatory payment to the Complainants in the sum of €500, to an account of the Complainants' choosing, within a period of 35 days of the nomination of account details by the Complainants to the Provider. 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.

MARYROSE MCGOVERN  
DIRECTOR OF INVESTIGATION, ADJUDICATION AND LEGAL SERVICES

27 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.