



<u>Decision Ref:</u>	2020-0184
<u>Sector:</u>	Banking
<u>Product / Service:</u>	Credit Cards
<u>Conduct(s) complained of:</u>	Disputed transactions Complaint handling (Consumer Protection Code) Dissatisfaction with customer service
<u>Outcome:</u>	Upheld

LEGALLY BINDING DECISION
OF THE FINANCIAL SERVICES AND PENSIONS OMBUDSMAN

This complaint concerns the Provider's customer service and its complaint handling when the Complainant raised the concern that an account had been opened with the Provider in the Complainant's name as a result of fraudulent activity by a known third party.

The Complainant's Case

The Complainant states that in **November 2016** he was in the process of moving residence. During this process the Complainant states he found a letter from the Provider dated **March 2015** addressed to him which he states he had not previously had sight or knowledge of. The letter detailed that the Complainant owed the sum of €2,209.35 on a credit card account held with the Provider. The Complainant states that he at no point applied for the credit card, and that while it was issued from the Provider in his name, this had occurred without his knowledge or authority.

The Complainant submits that a known third party submitted a fraudulent application form to the Provider, along with the Complainant's identification details, to obtain a credit card online from the Provider. The Complainant states that he raised his concerns regarding fraud with the Gardaí.

The Complainant states that prior to contacting the Gardaí, he made contact with the Provider on the number listed on the letter. The Complainant states that he explained that while the card was in his name, it was not his card nor had he opened the credit card account with the Provider.

The Complainant has expressed his disappointment with the Provider's response to his concerns. For example, the Complainant states that at times he was assured of call backs which he states did not occur. The Complainant states that a number of correspondences were not responded to and overall there were delays on the Provider's behalf.

The Complainant states that he was unaware of the credit card and thereby not aware of the debt. One of the consequences of non-payment was that the debt was being negatively reported to the Irish Credit Bureau (ICB) against the Complainant. The Complainant is dissatisfied that the Provider reported the matter to the ICB and that his ICB record was not rectified until matters were concluded after several months. The Complainant submits that the actions of the Provider have caused him stress and has affected his life personally. The Complainant further states that as a result of the incorrect reports to the ICB, his ability to access credit was negatively impacted.

The Provider's Case

The Provider states that the Complainant first contacted it on **29 November 2016** to report the credit card as fraudulent. The Complainant was transferred to the Provider's fraud department where he discussed matters with the Provider's representative.

The Provider states that while the Complainant expressed his concern that he was the victim of a fraud:

"at no time during any of the calls did [the Complainant] ask for a complaint to be logged"

The Provider submits that during the investigation into the alleged fraud it kept in regular contact with the Complainant and provided him with updates.

It states that when it received a complaint from the Complainant in writing, the Provider states it was fully compliant with the time lines and obligations set down in the Consumer Protection Code 2012 (CPC).

The Provider submits that in a call to the Complainant on **9 June 2017** its representative notified the Complainant as soon as it could that the Provider was:

"...not holding [the Complainant] liable for the fraudulent account or the outstanding balance."

The Provider states during the same call that it informed the Complainant it also:

"...made an urgent request for [the Complainant's] credit file to be updated..."

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The Provider states that any perceived delays in its investigation are due to the complexities involved and that as *“two different countries and two different law systems...”* were involved this *“had contributed to the time it had taken to review”*.

The Provider further states that as the Complainant has been *“put back into the situation he would have been in had the fraud not taken place...”* and that in the Provider’s opinion it did not cause the fraud or *“...made any errors”*, it does not agree with the Complainant that it should compensate him.

The Provider, in its final response letter to the Complainant, included the offer of €80.00 *“as a gesture of goodwill for the inconvenience caused”*.

The Complaint for Adjudication

The complaint for adjudication is that the Provider reported the Complainant to the Irish Credit Bureau (ICB) for missed payments that he was not liable for, that the Complainant received poor customer service after reporting what he suspected as fraud and that his complaint relating to the matter was not dealt with appropriately.

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 20 April 2020, outlining my preliminary determination in relation to the complaint. The parties were advised on that date, that certain limited submissions could then be made within a period of 15 working days, and in the absence of such submissions from either or both of the parties, within that period, a Legally Binding Decision would be issued to the parties, on the same terms as the Preliminary Decision, in order to conclude the matter.

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

It is worth stating from the outset that this Office does not have the legal jurisdiction to investigate the circumstances surrounding the allegations of fraud. This Office informed the Complainant in a letter dated **29 March 2018** that the Financial Services and Pensions Ombudsman does not have the jurisdiction to investigate any allegations of fraudulent activity.

As fraud is a serious criminal offence, it is a matter for the Gardaí and the Courts and as such is outside the remit of this Office in line with **Section 52(d)** of the **Financial Services and Pensions Ombudsman Act 2017**. Accordingly, it is the conduct of the Provider in relation to its dealings with the Complainant that is dealt with in this Decision.

I have set out below a time line of the interactions between the Provider and Complainant. Recordings of telephone calls have been furnished in evidence and I have considered the content of these calls during my adjudication of the complaint.

In **February 2015** a credit card account was opened with the Provider in the name of the Complainant using his personal details and his identification documents. This credit card was used to very quickly build up a debt of €2,209.35. It was submitted by the Complainant and subsequently accepted by the Provider that a third party had fraudulently applied for this credit card online using the Complainant's details.

The account, which was in the Complainant's name, fell into default in **June 2015** and was subsequently closed by the Provider in **July 2015**. The Provider reported the default and the termination of the account to the ICB.

The Provider submits that it regularly issued statements for the credit card account to the address listed on the account, which at the time was where the Complainant resided. Following the event of default and the closing of the account, the Provider states that it issued correspondence addressed to the Complainant every three months. The Complainant states that the third party, who he believes opened the account, also resided at the address and hid these letters from him. The Complainant states that the post was collected by the third party at a local store in accordance with an agreement the third party held with the postal worker. This allowed the third party to control what post reached the Complainant.

The Complainant states that while in the process of moving homes in **November 2016** he found a letter from the Provider addressed to him. The letter informed the Complainant of the credit card account in his name held with the Provider and of the outstanding amount owed. Following the discovery of this letter the Complainant contacted the Provider

The Complainant telephoned the Provider on **29 November 2016**. The Complainant spoke to a representative of the Provider and advised that he had "*never applied*" for a credit card with the Provider and stated that he believed a known third party had possibly opened this account in his name.

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The representative of the Provider advised the Complainant that he would be transferred to the relevant section. Having been transferred to another section a representative of the Provider informed the Complainant that it would have to review the matter and call the Complainant back. A call back was promised for the following day. During this call the Complainant stated that:

“...I will go to the Garda and report this because this is not fair that you registered me on the international bank or something like that, and it’s not my fault”.

The Complainant was referring to the fact that his ICB record was impacted as the event of default and the closure of the credit card account was reported by the Provider to the ICB.

The Provider’s representative called the Complainant back as agreed the following day **30 November 2016**. This call consisted of the Provider’s representative collecting more information from the Complainant regarding the alleged fraud. The Provider’s representative advised the Complainant to report the alleged fraud to the Gardaí and to take note of the crime reference number that should be issued to him. The Provider’s representative stated that it would now prepare a report and speak to a manager and stated that the Complainant would be called back:

“might be today might be tomorrow”

The Complainant submits that on **4 December 2016** he reported the alleged fraud to the local Garda Station.

The following day **5 December 2016** the Complainant contacted the Provider. The Complainant spoke to a representative of the Provider and asked for the statements in relation to the credit card account and a copy of the application form used to apply for the card. The Complainant advised the representative that he was promised a call back but that he was not called back. The Complainant stated that he wanted the documents to:

“give to the Gardaí”

During this call the Complainant was then transferred to a different representative in the fraud investigation unit of the Provider. The Complainant detailed why he required the statements for the Gardaí.

The Provider contacted the Complainant on **15 February 2017**. The Provider’s representative was the same individual from the fraud department involved in the initial call and follow up call in November. The Provider’s representative sought the Garda reference number and the contact details for the Garda who was in charge of the Complainant’s case. During this call the Complainant stated that the Garda attempted to contact the Provider. The Provider’s representative stated that they had no record of this occurring.

The Complainant stated during this call that he would write a letter to the Provider which would include the details requested, as he did not have the crime reference number to hand, but the Complainant offered to give the name of the investigating Garda. The Provider's representative advised him that it was not necessary to write a letter. The Provider's representative advised that once the Complainant had the required detail, to call back with details and they can be taken over the phone.

During this same phone call, the two parties dispute who was meant to have contacted who.

The Provider's representative stated that:

"we were waiting on you to give us a call back with that information and that wasn't forthcoming..."

In response to this the Complainant stated during the call that:

"you said to me last time you would talk to a manager and call me back"

The Complainant further stated during the call that:

"I was waiting for your call the last month"

During the call the Provider's representative acknowledges that it did not contact the Complainant and apologises for this:

"we have not called you back and we apologise for that"

The Provider contacted the Complainant next on **22 February 2017**. During this call the Provider's representative was seeking further information that it required for the investigation, including the crime reference number. The Complainant asks if the Provider's representative had received his letter which included the details, this letter also included a number of complaints the Complainant wanted to raise with the Provider. This letter was in fact received according to the Provider on **21 February 2017**.

The Provider's representative stated during this call that she did not have sight of the letter and could not confirm if it was received. The Complainant was given the representative's email and sent a copy of this letter by email. The Complainant also gave the Provider's representative the Gardaí 'PULSE' incident number and the contact details for the Garda involved in the case.

On the same day, **22 February 2017**, the Provider contacted the Gardaí. The Provider's representative spoke to the Garda involved who confirmed that the matter was under investigation.

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The Provider phoned the Complainant on **3 March 2017**. The call recordings furnished confirm that it was the Provider's representative from the fraud department contacting the Complainant. However, after the introduction, the entire 10 minute conversation is replaced with a beeping tone. The Provider has not given this Office any indication as to what was discussed or the purpose of this call nor why it was censored. It is disappointing that a 10 minute conversation is entirely inaudible and therefore of no evidential value.

The Provider states it issued correspondence on **3 April 2017** to the Complainant which was a response to his complaint letter which was received by the Provider on the **21 February 2017**. The Provider submits that this was within the 40 business days permitted under the CPC.

The Provider's letter is the equivalent of a holding letter; it states that the Provider was awaiting the outcome of the Garda investigation and as a result it could not yet adjudicate on his complaint.

The Complainant next contacted the Provider by email on **2 May 2017** seeking an update on the investigation. In this email the Complainant expressed dissatisfaction with the Provider's handling of matters. The Complainant ends his email requesting that the Provider reply by email as he was unable to accept phone calls while in work.

The Provider's representative from the fraud department responded to the Complainant on the same day and requested a "*letter to be hand written*" by the Complainant to allow the Provider to disclose information to the Gardaí. The Provider's representative explained this was required as the Provider is based in a different country and this was slowing the progress of the investigation.

The Complainant agreed to hand write a letter and send it in to the Provider "*as soon as possible*".

The Complainant next emailed the Provider on **1 June 2017**. In this email the Complainant sought an update on the investigation and wished to know if the Provider had received the hand written letter it requested and if the Provider had made contact with the Gardaí. The Complainant, in this email, expressed his dissatisfaction at the length of time the investigation was taking and states that the Provider has negatively impacted his life since November when he discovered the alleged fraud.

The Provider did not respond to the email but a representative from the fraud department called the Complainant on **8 June 2017**. The Complainant was unable to take the call as he was in work and requested a call back.

The Provider's representative called the Complainant the following day, **9 June 2017**. During this call the Provider's representative informed the Complainant that the account was the result of an act of fraud. The Complainant was told that the Provider would not be holding him liable for the debt and an emergency request had been submitted to rectify the Complainant's ICB record.

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During the call the Complainant expresses his frustration at how long the investigation took and asked the Provider's representative how they allowed someone to open an account using his name and details without adequate verification. The Provider's representative explained that as two jurisdictions were involved it slowed matters and that all information has been given to the Gardaí.

The Complainant requested to know if the Provider is going to investigate how it allowed the account to be opened. The Provider's representative during this call states that matters are now between it and the Gardaí and the Complainant's case is now closed.

During the call the Provider's representative stated:

"it is still an ongoing investigation with the Police and [the Provider]"

"but for you it is closed at this moment in time as we have amended your credit file to reflect that"

The Complainant emailed the Provider's representative on **29 June 2017**. In his email he expressed that:

"I was thinking a lot about what you told me, that you closed my case. Maybe you closed it but I don't"

The email continues and the Complainant expresses his unhappiness with the Provider and states that he is considering legal action against it. Reference is made to possibly going to the media as the Complainant believes the Provider has caused him stress and impacted his life by allowing the fraud to be perpetrated. It appears that this email was not responded to by the Provider.

The Complainant sent an email informing the Provider that he had been contacted by a large newspaper in the Provider's jurisdiction on **7 July 2017**. A similar email was sent by the Complainant on **12 July 2017**. It does not appear that these two emails were acknowledged or responded to by the Provider.

The Complainant followed up with the Provider by email on **4 August 2017**. The Complainant submits that he received a letter from the Provider a number of weeks earlier that states a member of its recovery unit would have been in contact with him soon. In his email the Complainant expressed his frustration that nobody contacted him and that he is of the view that the Provider is doing a *"ridiculously slow job"*. The Complainant received an automated out of office response to this email which states the Provider's representative is:

"Currently out of office until Mon 19/06/2017 I will pick up any email on my return"

The Complainant next emailed the Provider on **19 September 2017** which was to inform the Provider's representative that he was posting a complaint to this Office on that day. The Complainant received the same automated out of office as above, which was 3 months out of date at that point.

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The Provider submits that it issued a final response letter dated **17 August 2017** to the Complainant. In the final response the Provider accepts that the application submitted in 2015 was fraudulent and as it had now received “the required information” it has taken corrective steps.

In the final response letter the Provider informed the Complainant that it cannot support the Complainant’s claim that it has made an error as:

“an application was submitted using all your genuine details, there was no suspicion or reason to question why an account shouldn’t have been opened. As well as, all relevant credit checks were carried out and returned successfully”

The Provider concluded its final response by informing the Complainant of his right of referral to this Office and by stating that it:

“Issued a cheque for €80, as a gesture of goodwill, for the inconvenience caused”

Analysis

The Provider has submitted that it had no reason to suspect that the application was not legitimate and states:

“until we were contacted by [the Complainant] on 29 November 2016, this was the first we were aware he’d been the victim of fraud”

Prior to the Provider being contacted by the Complainant on the **29 November 2016** it did not know that it had issued the credit card to the Complainant as the result of an act of fraud by a third party. The credit card was applied for online using details of the Complainant, which had been procured by that third party. As the Provider was acting under the incorrect assumption that the account was opened by, and therefore the responsibility of the Complainant, it reported the event of default and closure of the account to the ICB.

The Complainant has, on more than one occasion, expressed his frustration at the length of time the Provider took to investigate the fraud and come to a conclusion on the matter.

There can be no doubt that the length of time taken caused unnecessary additional stress and inconvenience to the Complainant. This is particularly so given that the Complainant took all necessary steps to supply the Provider with the required information necessary to determine the matter.

I find there have been significant shortcomings in both the customer service the Complainant received and how the Provider addressed complaints raised by him.

The Complainant states that the Provider at times failed to contact him when promised, and failed to respond to a number of correspondences. The Complainant and the Provider acknowledge that the Provider failed to call the Complainant after it was stated it would during a call which occurred on **30 November 2016**. While the Provider has acknowledged this, it has also sought, most unreasonably, to mitigate its clear failings by placing some of the blame onto the Complainant.

In a submission to this Office the Provider has stated:

“noted that when we’d originally spoken with [the Complainant] we’d indicated we’d call him back and he made reference to this when the FIT CAR spoke with him on 15 February 2017. However at any time [the Complainant] could have called us as he’d explained on 30 November 2016 he was planning on contacting the gardai”.

I find this statement to be most unconvincing. While the Complainant could have contacted the Provider, he was under the expectation that a member of its fraud team was discussing his case with a manager and stated he would receive a call from the Provider’s representative.

I note that the Provider, in its submission, also mentions that the Complainant made reference to this during the call on **15 February 2017**. During this call it appears that the Provider’s representative attempts to place the fault for the confusion onto the Complainant who rejects this. After the Complainant rejects this, the representative offers an apology that he did not receive a call back. This is not a reasonable or appropriate manner for a financial service provider to address such a very serious situation. It certainly was not helpful to the Complainant who was looking to a Provider for assistance after discovering that he had been a victim of fraudulent activity that was causing him serious detriment, due to the conduct of the Provider.

The Provider’s unhelpful and uncaring attitude is further evident from a later submission by the Provider to this Office which states:

“whilst we could have called as we’d indicated, [the Complainant] has also got to take some responsibility for not providing us with the information we’d requested. I also have to question if he was concerned about the impact the fraud was having on him, why did he wait until mid feb 2017 before writing to us”

I find the above statement from the Provider most disingenuous, unreasonable and inappropriate. It demonstrates a complete lack of understanding of the very serious impact that the conduct of the Provider had and continued to have on the Complainant.

The Complainant has submitted that a number of his emails were not responded to by the Provider. The Provider states that the Complainant:

“had already been told we wouldn’t correspond by email with him”

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The Complainant sent an email to the Provider on **29 June 2017**. The Provider comments on this email stating that:

"[the Complainant] expressed his unhappiness we'd closed his case as he didn't agree with the way an account can be opened when he hadn't given his permission. He also believed we'd impacted his life for the last 7 months.

*As we'd explained to [the complainant] we wouldn't respond to his emails, no response was sent, but we did register a complaint under *****"*

I have not been provided with evidence to show that the Provider sent an acknowledgement of the Complainant's complaint in line with its obligations under the CPC 2012.

The Provider, in its submissions to this Office, states that:

"Unfortunately as [the Complainant] continued to email when he'd been told not to, it was necessary for us to block his email address as the content of them became inappropriate and verged on being threatening".

While I note that a provider may find it necessary to block an email address under certain limited circumstances I am not convinced it was appropriately handled in this instance. While I may not in this instance find the contents of the emails as *"verging on threatening"*, I accept it is a somewhat subjective matter and the Provider may have perceived them as such.

However, I have not been furnished with any evidence to show that the Provider had in place an appropriate procedure to follow when blocking a customer's email. Nor have I seen evidence that shows the Provider attempted to inform the Complainant that his email correspondence was being blocked. This lack of communication added greatly to the frustration of the Complainant and as such more follow up emails from him seeking a reply.

I note that upon being blocked the Complainant then received automated out of office responses. The Provider has acknowledged this and noted that:

"Disappointingly the response he then received indicated the CAR was out of the office. I appreciate this would cause him unhappiness, but we'd already told him we'd not correspond by email".

I find that the Provider acted most unreasonably in blocking the Complainant's email correspondence. The Complainant was not sufficiently informed that this was to occur. By then receiving the out of office, the Complainant's frustration and stress was only added to. The very least the Provider could have done was to write to the Complainant as an alternative to email.

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As part of this Office's investigation the Provider was asked to explain how it had adhered to a number of its obligations under the CPC 2012. Included in its response the Provider submits that:

Section 10.08 of the CPC:

"when a regulated entity receives an oral complaint, it must offer the consumer the opportunity to have this handled in accordance with the regulated entity's complaints process".

The Provider's Response:

"10.08- this is not applicable as both [the Complainant's] complaints were registered after we'd received written/email correspondence from him".

The definition of a complaint in the CPC is:

"'complaint' refers to an expression of grievance or dissatisfaction by a consumer, either orally or in writing, in connection with:

a) the provision or the offer of the provision of a product or service to a consumer by a regulated entity; or

b) the failure or refusal of a regulated entity to provide a product or service to a consumer;

The Provider submits that the Complainant did not make a verbal complaint to it during his initial call to it:

"from listening to the conversations we had with [the Complainant] on 29 and 30 November 2016 and 5 December, although he was calling to report an application being made fraudulently in his name at no time during any of the calls did he ask for a complaint to be logged".

The Complainant submits that he did make a complaint during his initial call:

"When I [found] out what happened to me I called [the Provider] phone number straight away and I did my verbal complain[t] and I went to the [location] Garda Station to report a fraud".

The Complainant, in a later submission, further asserts why he considered a complaint was logged:

"I thought if I call somebody and complaining about a service they give it is already a complain[t], what I did on the phone in November 2016"

"that's why I called them, to get some answers and to complain"

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Having considered the call recording of **29 November 2016**, I note that the Complainant expressed to the representative of the Provider that:

“I will go to the Garda and report this because this is not fair that you registered me on the international bank something like that, and it’s not my fault”

The Complainant states that he disagrees and is dissatisfied with the Provider for reporting the credit account to the ICB. While I accept the Provider’s submission that when a customer reports a suspected fraud it may not automatically be classed as a complaint. However, where the nature of the fraud relates to the Provider issuing a credit card in the Complainant’s name without his consent, and in circumstances where the Complainant is clearly unhappy that the Provider has wrongly reported him to the ICB, I cannot see how this could be anything other than a complaint.

I believe that no reasonable person could take the view that the Complainant was doing anything other than registering his dissatisfaction with the Provider for its actions. It is most unreasonable of the Provider to suggest that because the Complainant did not ask it “to log” a complaint that it did not have to treat it as a complaint. I would not expect the Complainant to use some form of prescribed wording when making a complaint.

In any event it is clear to me that in addition to raising the suspected fraud, the Complainant also raised his dissatisfaction with the Provider. I believe the Provider should have adhered to its CPC obligations and offered the Complainant the opportunity to have the matters he was raising handled in accordance with the Provider’s complaints process.

In the circumstances of this complaint I am satisfied that the Complainant’s expression of dissatisfaction during the call on **29 November 2016**, should have been treated as an oral complaint and the Provider’s representative should have taken the appropriate actions to log it as such.

Further, I have not been provided with evidence to support the Provider’s submission that it has complied with Section 10.9 of the CPC which requires the Provider to acknowledge each complaint on paper or on another durable medium within five business days of the complaint being received.

The Provider states that it:

“acknowledged in writing and letters sent to the address we hold for him within five business days of the complaint being received”

Neither have I been provided with evidence to show that the Complainant’s written complaint which was received on **21 February 2017** was acknowledged within the time frame permitted under the CPC.

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I have no doubt that the conduct of the Provider has caused significant inconvenience and distress to the Complainant. When the Complainant informed the Provider that it had issued a credit card in his name without his consent it should have acted much more efficiently in dealing with the matter. It should have communicated better and more promptly with him. In particular, the implications of the Provider's conduct on the Complainant's credit rating is a very serious matter. It is such a serious matter that during my adjudication of this complaint I wrote to the Provider on **12 March 2020**, requesting it to submit evidence that it had in fact corrected the Complainant's credit rating, as it had stated it would on its call to the Complainant on **9 June 2017**. I gave the Provider 15 working days to do so.

On **18 March 2020** the Provider wrote to this Office to request an extension to this deadline. On that same day, 18 March, the Provider was asked how long of an extension it required. In response it stated "*At present I don't believe we can put a specific timeframe on how long we're asking for an extension to the request*". I allowed the Provider a further five working days. The Provider has not responded nor has it furnished me with the evidence that it has corrected the Complainant's credit rating.

It is most disappointing that the Provider has failed to submit the requested evidence, which should be readily available to the Provider. The failure of the Provider to furnish this evidence, which should be readily available to it, further highlights the shortcomings by the Provider in dealing with the Complainant's complaint and its communications generally.

Having a negative credit rating can have very serious consequences for an individual. The Complainant's credit rating was seriously negatively affected through absolutely no fault of his. Despite the fact that he never authorised the Provider to issue a credit card in his name or issue credit to him he had a negative credit rating reported to the ICB for a considerable period of time. It was the conduct of the Provider which led to the Complainant having a negative credit rating with the Irish Credit Bureau. The Provider seems to be unable to comprehend the serious impact that its conduct has had on the Complainant. I find the Provider's offer of €80 in compensation to be derisory in the extreme.

For the reasons set out above I uphold this complaint and direct the Provider to pay a sum of €10,000 in compensation to the Complainant and to issue a letter to the Complainant confirming that the reports it made to the ICB, in relation to this matter, were incorrect.

Conclusion

My Decision pursuant to **Section 60(1)** of the **Financial Services and Pensions Ombudsman Act 2017**, is that this complaint is upheld, on the grounds prescribed in **Section 60(2) (b) and (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 rectify the conduct complained of by (i) making a compensatory payment to the Complainant in the sum of €10,000, 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 and (ii) by issuing a letter to the Complainant confirming that the reports it made to the ICB, in relation to this matter, were incorrect.

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**

12 May 2020

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.