



<b><u>Decision Ref:</u></b>	2020-0296
<b><u>Sector:</u></b>	Banking
<b><u>Product / Service:</u></b>	Repayment Mortgage
<b><u>Conduct(s) complained of:</u></b>	Incorrect information sent to credit reference agency Failure to implement payment terms
<b><u>Outcome:</u></b>	Substantially upheld

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

The Complainant entered into a mortgage loan agreement with the Provider in **2006** along with a number of joint borrowers. The loan was subsequently restructured in **2015**. During **2019**, the Complainant became aware that the Provider was reporting incorrect information regarding the restructure of the loan and incorrect address details to the Irish Credit Bureau and the Central Credit Register.

**The Complainant's Case**

On his Complaint Form, the Complainant explains that the Provider reported to the Irish Credit Bureau (ICB) and the Central Credit Register (CCR) *"... using addresses that I have no interest in."* The Provider was to rectify the Complainant's details on the ICB and CCR but have failed to do so. The Complainant outlines that *"[t]he mortgaged property was remortgaged without my knowledge and I didn't sign any documents."* The Complainant asserts that throughout the process, the Provider has failed to engage with the Complainant and his complaints and has also refused to engage with the Complainant's representative.

In resolution of this complaint, the Complainant is seeking compensation for the Provider's conduct, stating that he has been refused credit by five different financial service providers and is *"... now liable on a restructure with which I knew nothing about."*

The Complainant's representative furnished documentation in support of the complaint to this Office under cover of letter dated **9 September 2019**. In this letter, the Complainant's representative also advised that the complaint "... can be summarised in our letters to [the Provider] dated 7<sup>th</sup> of June 2019, 30<sup>th</sup> of July 2019, and 12<sup>th</sup> August 2019."

The basis of the complaint appears to be contained in the letter dated **30 July 2019**. This letter states:

*"1, [Address 1]: this is property which our client owned, had a mortgage on, and sold last year. Our client never had any difficulties paying the mortgage on this property. However the manner of [the Provider] reporting an adverse credit rating gives the appearance that there were difficulties on this property.*

*2, [Address 2]: this is a business property where our client worked, was never in our clients name, and our client is at a loss to know how [the Provider] included this address in the icb report.*

*3, [Address 3]: our client has never lived at that address and is at a loss to understand how [the Provider] have included this address in the icb report.*

*Our client does not live at those addresses, yet an icb report in may of this year indicated that he has in (sic) interest in the 3 addresses described above. ... Our client had been refused credit on a number of occasions as a result of the misleading information which [the Provider] had provided to the ICB. Our client has suffered an enormous loss as a result of the inaccurate and misleading information provided by [the Provider] which continues to affect him on a day to day basis. ...*

*[The Provider] restructured the mortgage attaching to [Address 4] sometime in 2015. We raised this matter in our letter to you (7 June) as one of his complaints but you have chosen to ignore our letter and our client's complaint in that regard has not been dealt with. Our client did not agree to any restructuring of the loan, and was not made aware of any plan to do so. He did not sign any documents in that regard ....*

*He also requires an explanation as to why you chose to ignore our letter of the 7<sup>th</sup> of June 2019 and then proceeded to file a response to him on the 24<sup>th</sup> of July 2019 which did not contain any reference to this aspect of his complaint. Your letter of the 24<sup>th</sup> July 2019 does not encompass all aspects of his complaint. ..."*

## **The Provider's Case**

### ***The Mortgage Loan***

The Provider explains that the mortgage loan the subject of this complaint was a residential investment property loan (**RIP**) in the names of the Complainant and three other parties. The loan balance of €288,000 was advanced in **May 2006**.

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The loan account first fell into arrears on **1 March 2011** and the Provider wrote to all borrowers informing them of this on **4 April 2011**.

The Provider submits that in meeting its regulatory obligations, it wrote to all borrowers at regular intervals informing them of the arrears status of the loan and of the consequences of not addressing the arrears, including credit rating implications. The Provider states that it also attempted regular telephone contact with the borrowers but not everyone engaged in this process.

### ***Account Restructure***

A Letter of Variation (**LoV**) was issued to the borrowers to sign in **January 2015**. On receipt of the signed LoVs, the loan account was amended to interest only repayments which included a three month pre-qualifying period followed by five years of interest only repayments effective from **December 2014**. The LoV also facilitated the future capitalisation of arrears, subject to conditions. As at **October 2015** arrears had accumulated to €57,113.77 when the arrears capitalisation was processed.

The Provider states that it has furnished a signed LoV which was received from the Complainant on **13 February 2015**. A confirmation that the restructure had been implemented on the account was issued to the borrowers on **13 March 2015** and confirmation of the capitalisation of the arrears was issued on **28 October 2015**. The Provider advises that the various letters were issued to the Complainant at his home address in which it is understood he still resides.

The loan was transferred to another financial services provider on **30 November 2018** and at the date of the transfer, the account restructure was still in place.

### ***Account Restructure, the Final Response Letter and Credit Reporting***

The Provider advises it is satisfied that the Final Response letter referenced the account restructure which result in the ICB and CCR reporting as 'T', *Terms Amended*. The Complainant was aware that prior to the restructure, the arrears position of the account was worsening. This was discussed during telephone calls with the Complainant and it was explained that if he maintained he did not sign the LoV then this would have to be considered as fraud and the Complainant was directed to An Garda Síochána.

The Provider explains that the Complainant was informed of how the loan would be reported to the ICB (the CCR was not in force at that point) and that it may affect his ability to obtain further credit from other financial service providers.

### ***Credit Reporting***

The Provider explains that it is obliged to provide details of the repayment history of all mortgage loan accounts to the ICB and CCR on a monthly basis.

When an account falls into arrears, details of the repayment history on the account is included in its submission to the ICB and CCR. When a restructure has been offered and accepted, this is also reported to the ICB and CCR, as is the case when a loan is transferred to another party.

It is outlined that all of the Provider's arrears correspondence includes a warning that defaulting on repayments may affect a borrower's ICB and CCR record and their ability to secure credit in the future.

A complaint was registered with the Provider on **30 May 2019** in relation to the address being reported for the Complainant on the ICB and CCR and the agent who recorded this complaint referred the matter to the Credit Check Reporting Team for investigation. A complaint acknowledgement was issued on **4 June 2019**. A letter was received from the Complainant on **10 June 2019** authorising a third party to act on his behalf. The Provider's investigation was not completed by the projected date and an update was issued to the Complainant on **27 June 2019**. Further queries were raised internally on **27 June 2019** to determine the source of the matter. On **19 July 2019**, the Provider's IT department reverted to the Complaints Team with a proposal to resolve the matter of the incorrect address and it was understood that the root cause was due to the Provider's system not syncing with the Complainant's correspondence address and on **23 July 2019**, the proposal amendments were completed which the Provider believed would rectify the error. A Final Response issued on **24 July 2019**.

The Complainant contacted the Provider seeking a copy of the LoV stating that he did not sign this document. A follow up email requesting these documents was received on **2 September 2019**. A redacted copy of the LoV was posted to the Complainant on **3 September 2019**. On **4 September 2019**, the Complainant requested a telephone call from the complaints department and on **11 September 2019**, the Complainant informed the Provider that the address was still being incorrectly reported to the ICB. The matter was internally reviewed again and it was determined that the Provider would need to contact the loan owner to discuss what details they were reporting to the ICB and CCR. However, the Complainant confirmed that this entity was not reporting to the ICB.

On **1 October 2019**, the Complainant sought an update on his queries and requested a copy of the call recordings.

The Provider submits it is satisfied that the Complainant's ICB and CCR records have been updated as set out in its Final Response letter. The Provider notes that the Complainant informed it during a telephone conversation on **16 August 2019** that the loan owner was not reporting him to ICB, however, the Provider cannot verify this as it is not a party to the loan. Finally, the Provider observes that the ICB report furnished by the Complainant is dated **September 2019** and that it may be prudent for the Complainant to request an updated report given the time that has elapsed.

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In relation to its compliance with the **Consumer Protection Code 2012** (the **Code**), the Provider submits that while an address which was not the Complainant's current or previous correspondence address was included on the ICB report, this did not alter the fact that details of the mortgage loan were correct. It states that it is also important to note that the Provider did not report on any loan attaching to an incorrect address and it is not uncommon for a report to contain several addresses for a person. This does not mean or indicate that a person has debt associated with all addresses quoted on an ICB record.

#### ***Ability to Obtain Credit***

The Provider reiterates that while the Complainant's address was incorrectly reported on the ICB, the loan account and repayment history were correctly reported. The Provider acknowledges the Complainant's assertion that he was refused credit due to the incorrect address on the ICB, however, the Provider submits, it is more probable that the repayment history of the loan account was the reason the Complainant was refused credit. The Provider accepts that it cannot validate this assumption without a letter of explanation from the credit institutions involved and it notes that the Complainant has not provided such information.

#### ***Refusal to Engage with the Complainant***

Referring to the Timeline of Events, the Provider submits that it engaged with the Complainant. In terms of the Complainant's representative, relying on clause 8 of the Code of Conduct on Mortgage Arrears (the **CCMA**) and clause 8.5 of the Code, the Provider states it is satisfied that it has not breached the CCMA or the Code and it is evident that the Complainant was providing copies of the Provider's correspondence to his representative. The Provider acknowledges that while it received correspondence from the Complainant's representative, the Complainant was also in contact with the Provider at the same time and raising the same matters.

#### **Withdrawal of a Complaint**

A response to the Provider's submission was furnished by the Complainant's representative to this Office on **6 May 2020**. I note that at paragraph 3 of this submission it is indicated that the Complainant wishes to withdraw an aspect of his complaint:

- “3. *[The Complainant] is not proceeding with his allegation that the property was re-mortgaged without his permission or consent and this aspect of the complaint is withdrawn.*”

Accordingly, I consider this aspect of the complaint to be withdrawn.

### **The Complaints for Adjudication**

The complaints are that the Provider:

1. Reported incorrect information regarding the restructure of the Complainant's mortgage loan to the ICB;
2. Failed to address a complaint in respect of the restructure of the mortgage loan in its Final Response letter;
3. Reported incorrect information to the ICB and CCR regarding the Complainant's addresses; and
4. Failed and/or refused to engage with the Complainant and/or his representative regarding his complaints.

### **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 19 August 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.

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

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### **The Interest Only Arrangement**

The Provider wrote to the Complainant on **8 January 2015** enclosing a LoV offering an interest only arrangement in respect of the loan. This letter advised the Complainant as follows:

*“... It is important that you read this letter carefully and understand how your mortgage repayment schedule will change. ...*

#### *How does an Interest Only repayment plan work?*

- ❖ ...
- ❖ *For the term of the repayment plan, [the Provider] is agreeable to you repaying the interest only element of your monthly repayment.*
- ❖ *The unpaid capital amount will be deferred during the period of the repayment plan and repaid over the remaining term of the mortgage.*
- ❖ *By deferring the repayment of your capital balance for the period of the repayment plan, the overall balance will not reduce as originally scheduled. It is important to note that this will mean higher repayments and a higher cost of credit after the term of the repayment plan.*
- ❖ ...

...

#### *What are the advantages and disadvantages of this repayment plan?*

##### *Advantages*

...

##### *Disadvantages*

- ❖ ...
- ❖ *Your account at the Irish Credit Bureau will be recorded as “Terms Amended”.*

...”

### **The LoV**

The LoV is also dated **8 January 2015** and states:

#### **“3. When does the new arrangement become effective?”**

**3.1** *Subject to you complying to our satisfaction with the Conditions Precedent set out below, this letter will amend the Letter of Offer and provide an Interest Only period on the Loan, which will be for a period of up to 63 months ...*

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**4. What is the effect of this letter?**

4.1 *On the Effective Date, the terms and conditions applicable to the Loan will be amended to provide an interest only repayment period on the Loan ...*

**12. Miscellaneous**

12.1 *... To enable us to process your acceptance of the offer we require all pages of the Letter of Variation returned and in particular the Acceptance of Borrower(s) and the Consent to ICB Search and Use, to be signed by all Borrowers on the Loan.*

...

**14. Irish Credit Bureau**

*We submit details of your account to the Irish Credit Bureau at the end of each month and at the commencement of this arrangement your account will be recorded with the Irish Credit Bureau as "Terms Amended".*

*This may affect your ability to obtain further credit from other financial institutions. Your credit rating remains on record with the Irish Credit Bureau for a period of five years.*

..."

I note that clause 8 advises the Complainant of the need to seek independent legal and financial advice in respect of the LoV. Furthermore, at paragraph 7 of the acceptance page, it is confirmed that, by signing the acceptance, the Complainant was advised of the need to seek such advice.

The following statement is contained under the signature section of the LoV:

*"I agree that [the Provider] (and its successors) may undertake searches with credit reference agencies (including the Irish Credit Bureau) ... The credit reference agencies may keep a record of the search for a period of time and they may disclose the fact that a search has been made and they may disclose to their other members information relating to me which was provided by [the Provider]. ..."*

**Complaint to the Provider**

The Complainant made a complaint in respect of his ICB record to the Provider by telephone on **30 May 2019**.

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This was acknowledged by the Provider on **4 June 2019**. By letter dated **7 June 2019**, the Complainant's representative wrote to the Provider enclosing a Letter of Authority and informed the Provider of a further complaint which the Complainant wished to make:

*"He has been advised by [the Provider] that the mortgage in this case was restructured in 2015. Our client states that he did not receive any notice of the restructuring of the mortgage. ..."*

The Provider issued an update regarding the complaint to the Complainant on **27 June 2019** and a Final Response letter was issued on **24 July 2019**.

### ***Telephone Conversations with the Complainant***

On **16 August 2019** the Provider's complaints department returned a call to the Complainant from the previous day. The purpose of the Complainant's call was to request a final response to his complaint. The Provider's agent advised that a final response had issued in **July 2019**. The Complainant advised the Provider that it did not address the restructure of the loan. The Provider's agent advised the Complainant that he signed a letter in respect of the restructure which the Complainant denied signing. The conversation then turned to the addresses on the Complainant's ICB record and the Complainant was advised that his ICB record had been amended by the Provider and the CCR was in the process of being updated. Later in the conversation, the Complainant advised the Provider's agent this was not the case.

The Provider's agent indicated that he would look into this for the Complainant. The Provider's agent stated that if the Complainant allowed him some time, he would issue a final response in respect of the issues raised during the telephone conversation.

The Provider's agent contacted the Complainant on **21 August 2019** in respect of the Complainant's query regarding his signing of the LoV and advised that a copy of this document would be sent to the Complainant.

During a telephone on **3 September 2019**, the Complainant queried whether the Provider had corrected his ICB record. The Provider's agent advised the Complainant that his address on the CCR was in the process of being updated and that the addresses had been corrected on the ICB. The Complainant expressed the view that his ICB record was not correct. On **11 September 2019**, it appears to have been acknowledged by the Provider's agent that the Complainant's ICB record "*... was still not sorted out ....*"

On **2 October 2019**, the Provider's agent informed the Complainant that his addresses were corrected but as the loan had transferred to another financial services provider, it was this entity that was providing incorrect information to the ICB and the Provider was in contact with this entity in an effort to correct the error. The Provider's agent informed the Complainant that it was no longer reporting to the ICB in respect of the Complainant's loan but that the information being reported by the owner of the Complainant's loan had been provided to the new owner by the Provider.

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The Provider's agent also acknowledged that the Final Response letter was not correct when it advised the Complainant that his ICB record had been amended. The Provider's agent also advised him that on the Complainant's request, the Provider would issue a letter to the Complainant explaining this.

### ***Correspondence from the Complainant's Representative***

The Complainant's representative wrote to the Provider on **30 July 2019** making a number of observations in respect of the Final Response letter.

In particular, it was noted that the Provider did not acknowledge the letter dated **7 June 2019** nor did the Provider address the additional complaint made therein. A final response was also requested in respect of this complaint. A further letter dated **12 August 2019** was sent by the Complainant's representative to the Provider requesting a response to his previous correspondence.

### ***ICB Credit Report***

The Complainant has submitted a copy of a Credit Report from the ICB dated **5 September 2019**. I note that four addresses are recorded on this report. In the *Account Information* section, the loan the subject of this complaint is categorised at 'T' in the *Payment History*. This is defined on the report to mean *Terms revised*. Finally, in the *Historical Enquiries* section, I note that a Credit Report was requested by four separate financial service providers outside of the Provider between **21 February 2019** and **13 May 2019**.

### **The First Complaint**

The Complainant's loan was restructured in early **2015**. On **8 January 2015**, the Complainant was furnished with a letter from the Provider outlining and explaining the nature and effect of the restructure arrangement. A LoV dated **8 January 2015** was also furnished to the Complainant and, similar to the Provider's letter, the LoV outlined and explained the nature and effect of the restructure. In particular, these documents explicitly stated that the terms of the restructure would be reported to the ICB as Terms Amended.

The Complainant has furnished a copy of an ICB Credit Report dated **5 September 2019**. The loan the subject of this complaint is classified as 'T' meaning *Terms revised*.

I have been provided with no evidence that the Provider reported incorrect information to the ICB regarding the restructure of the Complainant's loan.

### **The Second Complaint**

The Complainant made a complaint to the Provider regarding his ICB record on **30 May 2019**. Following this, the Complainant's representative informed the Provider by letter dated **7 June 2019**, that the Complainant was not notified of a restructure which took place on the loan in **2015**.

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Despite it being expressly stated that the Complainant wished to make a further complaint, this was not acknowledged by the Provider. Furthermore, having reviewed the Final Response letter dated **24 July 2019**, it is clear that the additional complaint raised on behalf of the Complainant was not acknowledged or addressed.

During a telephone conversation between the Provider and the Complainant on **16 August 2019**, the Complainant brought the absence of a response to his complaint to the Provider's attention. While the parties spoke about the restructure, the Provider's agent indicated that he would issue a final response in respect of the matters discussed during the telephone conversation.

There is no evidence of the Provider issuing any correspondence on foot of this conversation. It does, however, appear that the Provider sent a copy of the signed LoV to the Complainant in or around **August 2019**.

In light of the foregoing and the evidence in this complaint, I am satisfied that it was reasonable to expect the Provider to acknowledge and respond to the further complaint in respect of the restructure of the Complainant's loan. I am also satisfied that this could and should have been dealt with in the Final Response letter. Finally, I am satisfied, based on the absence of any such correspondence, that the Provider failed to issue a final response as promised on **16 August 2019**.

### **The Third Complaint**

The Complainant advised the Provider of an issue with the addresses reported by the Provider to the ICB on **30 May 2019**. The Provider acknowledged in its Final Response letter that it had been reporting incorrect addresses to the ICB and CCR in respect of the Complainant. The Provider explains the cause of this was due to its computer system not syncing with the Complainant's correspondence address.

The Final Response letter advised that the Complainant's ICB record had been amended. However, the Complainant advised the Provider by telephone on **16 August 2019**, that his ICB record was still not correct. At this juncture, the Complainant was advised that his ICB record had been amended by the Provider and the CCR was in the process of being updated. During a telephone conversation on **3 September 2019**, the Complainant queried whether the Provider had corrected his ICB record. The Provider's agent advised the Complainant that his address on the CCR was in the process of being updated and that the addresses had been corrected on the ICB. The Complainant expressed the view that his ICB record was not correct. It would appear that the Complainant's ICB record had not been correct because on **11 September 2019**, it was acknowledged by the Provider's agent that the Complainant's ICB record "... was still not sorted out ...". On **2 October 2019**, the Provider's agent informed the Complainant that his addresses were correct. In a submission dated **6 May 2020**, the Complainant's representative advised this Office that it was not until mid **October 2019**, at the earliest, that the Complainant's ICB record was corrected.

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While the Provider acknowledged its system error in terms of its reporting of the Complainant's addresses to the ICB and CCR in its Final Response letter, the matter had not been resolved at that point in time. The Complainant advised the Provider during a number of subsequent telephone conversations that this was the case. The Provider submits that the Complainant's ICB record is now correct. While the Complainant has submitted an ICB Credit Report dated **5 September 2019**, containing the incorrect addresses, I note that no further submissions have been made as to whether the ICB record was not accurate as of **October 2019** nor has a further recent credit report been furnished.

While the issue affecting the ICB also affected the Provider's reporting to the CCR, the Complainant's submissions have focused on the ICB. Furthermore, no CCR reports have been submitted by the Complainant demonstrating that inaccurate or incorrect information was provided to the CCR after **October 2019**.

Therefore, I accept that the Provider reported incorrect information regarding the Complainant's addresses to the ICB and CCR. However, it is not clear when the incorrect reporting first began. Further to this, I also accept that the Provider contributed to incorrect reporting when the loan was transferred in **November 2018** because the evidence in this complaint also indicates that the Provider furnished incorrect information to the purchaser of the loan.

The Complainant maintains the position that the information regarding his addresses resulted in several refusals of credit. I note that the Complainant has not produced any evidence to support this claim nor has the Complainant submitted correspondence from any financial service provider refusing to extend credit to him. Were the Complainant in a position to do so, such evidence would need to expressly demonstrate that the incorrect addresses, rather than the actual payment record, displayed on the ICB or CCR was a factor that was taken into consideration by the various financial service providers in assessing and ultimately refusing to extend credit to the Complainant. Without this, I have no evidence that the Complainant was unable to obtain credit as a result of the incorrect addresses.

#### **The Fourth Complaint**

The fourth complaint is that the Provider failed to engage with the Complainant and his representative regarding the complaints. The evidence in this complaint demonstrates that the Provider and the Complainant were in regular contact with one another, whether by written correspondence or by telephone. The parties have also referred to email correspondence, however, this does not appear to have been provided. Having considered the evidence, I am not satisfied that the Provider ignored the Complainant regarding his complaint except as set out in respect of *The Second Complaint*, above.

However, the Complainant's representative wrote to the Provider on a number of occasions without receiving a reply. In response to this aspect of the complaint, the Provider states, for example, that it was in contact with the Complainant at the same time, discussed the same matters with the Complainants, and that the Complainant was passing correspondence to his representative.

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I also note the Provider's submission in respect of clause 8 of the CCMA and clause 8.5 of the Code. However, I am not satisfied that any of the foregoing submissions excused the Provider from responding to and/or acknowledging the Complainant's representative. It would have been reasonable for the Provider to require only one channel of communication in order to avoid overlaps and confusion, but it did not do so and it should have responded to the representative's communications.

For the reasons outlined in this Decision, I substantially uphold this complaint and direct the Provider to pay a sum of €4,000 in compensation to the Complainant.

### **Conclusion**

My Decision pursuant to **Section 60(1)** of the **Financial Services and Pensions Ombudsman Act 2017**, is that this complaint is substantially upheld, on the grounds prescribed in **Section 60(2) (b), (e) 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 make a compensatory payment to the Complainant in the sum of €4,000, 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.

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**

9 September 2020

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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.

