



<u>Decision Ref:</u>	2020-0314
<u>Sector:</u>	Banking
<u>Product / Service:</u>	Guarantees
<u>Conduct(s) complained of:</u>	Failure to process instructions in a timely manner
<u>Outcome:</u>	Upheld

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

The complaint is in relation to the asserted failure by the Provider to release the Complainant from three personal guarantees when requested to do so in **January 2017**. The personal guarantees were put in place for a limited company, which the Complainant was previously a director and beneficial owner of. The Complainant also cites delays in communications and customer service grievances.

The Complainant's Case

The Complainant states that he *“resigned and sold [his] shares”* when he left the company in **January 2017**. He states that, on the basis of the advice he received over the telephone from a representative of the Provider, he wrote to the Provider on **13 January 2017** to inform it of his resignation and the selling of his shareholding to the remaining business partners. In the same correspondence he requested them to remove his *“personal guarantees for the overdraft of the [Ltd Company]”*. The Complainant asserts that he did not receive a response from the Provider at that time but that he had been told by a representative of the Provider that once he sent in the letter, his removal as a guarantor would be taken care of. The Complainant submits that the loans had been *“repaid in full”* and that the *“bank Overdraft was the only remaining facility”*.

The Complainant states that he was alarmed to receive a letter from the Provider in **December 2017**, stating that the [Ltd Company] *“has entered financial difficulties and [his] Personal Guarantee [was] still in place”*.

The Complainant asserts that since he first contacted the Provider in **January 2017**, the Provider has failed to release him from the personal guarantee. He also states that the Provider has failed to communicate fully with him and assist him in his attempts to resolve this issue. The Complainant also lists customer service and administrative failings by the Provider (*"documents were lost in the system"*) and states that it has not been clarified to him the reasons for the Provider's delay in granting his request to be released from his guarantee obligations.

In terms of these customer service and administrative delays, the Complainant states that during **October** and **November 2018**, *"the [Provider] was to reconfirm that all resubmitted documents were received, they did not"*. The Complainant states that he has had to *"chase"* the Provider for information and requested *"call backs"*. He concludes his complaint form by saying that, regarding the Provider, *"it seems to [him] that there is no coherent procedure"* and he finds this treatment of him *"extremely unfair, as [he] is accountable for a business [he] has nothing to do with, aside from being a creditor"*. The Complainant expresses his exasperation at the *"almost two years"* of trying to resolve this matter with the Provider.

The Complainant made further submissions to this Officer dated **27 March 2020**. In these submissions, the Complainant states that it is *"blatantly untrue"* that he was informed of the process concerning the personal guarantees over the phone post his letter of **13 January 2017**. He states that he had similar guarantees with another provider and that those guarantees were *"released in a straightforward manner"*.

The Complainant made further submissions to this Office dated **16 April 2020**. In these submissions, he draws attention to the Provider's statement that *"there is no recording of the conversation where [the Provider] claim they told [the Complainant] about the process"* and therefore that *"there is no evidence to support their claim"*. The Complainant also notes that he had to *"chase"* the Provider on the following dates:

- | | |
|---------------------|--------------------|
| -15 June 2018 | - 2 October 2018 |
| - 19 June 2018 | - 5 October 2018 |
| - 22 June 2018 | - 8 October 2018 |
| - 24 July 2018 | - 15 October 2018 |
| - 26 July 2018 | - 18 October 2018 |
| - 30 July 2018 | - 15 November 2018 |
| - 21 August 2018 | - 21 November 2018 |
| - 17 September 2018 | - 5 December 2018 |
| | - 10 December 2018 |
| | - 11 December 2018 |

Ultimately, the Complainant wants the Provider to release him from the personal guarantee given to the company and he would also like *“no further threatening or bullying behaviour”* from the Provider.

The Provider’s Case

The Provider is relying on the deeds of guarantee and indemnity for the overdraft facility and the EFT facilities on the company current account.

The Provider states in its Final Response Letter dated **6 December 2018**, that the Complainant’s resignation as a director of the company *“does not affect [his] liability under the guarantee and [he] remains liable under the guarantee until the borrower, (the company) has repaid its liabilities or the guarantor has repaid his liability, or the guarantor is formally released”*. The Provider also submits that *“it is the responsibility of a director of a company to procure the release of any guarantees provided upon resignation of a director to a company”*.

The Provider submits that it requires an application to be submitted from the company with *“sufficient supporting documentation to assess such an application”*. The Provider states that as a *“3rd party guarantor”*, it cannot *“divulge to [the Complainant] the information sought from the company/other guarantors”*. The Provider acknowledges three phone calls took place between its representatives and the Complainant between **21 August 2018** and **5 November 2018**. It also states that *“the situation is at present out of our control as we are reliant on information to be provided to [the Provider] in order to progress”*.

The Provider submitted further submissions to this Office on **31 January 2020**. The Provider states that the Complainant signed joint and several deeds of guarantee and indemnity as a personal guarantor whilst a director of the company on the following dates:

- **12 May 2011**: guarantee for €50,000
- **28 March 2012**: guarantee for €65,000
- **24 July 2012**: guarantee for €69,000

The Provider states that the first guarantee in the amount of €50,000 was taken as security in respect of a loan which the company had drawn down in **May 2011** for the same amount over a period of 12 months. The Provider further submits that *“it is important to note that on the signature page (page 9) of the deed of guarantee and indemnity it clearly alerted the Complainant in bold writing to the fact that as a personal guarantor he would be held liable for the present and future debts and obligations up to a maximum principal amount of €50,000 on the execution of this contractual document.”*

The Provider states that the Complainant signed the second deed of guarantee and indemnity on **28 March 2012** for a guaranteed amount of €65,000 and that this was taken as security for a loan for €40,000 that the company had drawn down in **February 2012**.

The Provider states that on page 2, section B, clause 3 of the guarantee, it distinctly sets out that this deed of guarantee and indemnity was taken out in addition to and not in substitution for any other deed of guarantee taken by the Provider. Therefore, the Provider submits that the first guarantee signed by the Complainant on **12 May 2011** was still in effect and being held as security by the Provider at the time the second guarantee was issued. The Provider again points to the paragraph on page 9 of the deed of guarantee and indemnity stating that the Complainant is liable for the present and future debts of the company.

The Provider states that the Complainant signed the third deed of guarantee and indemnity on **24 July 2012** for a guaranteed amount of €69,000 and that this was taken as security for a loan for €20,000 that the company had drawn down in **July 2012**. The Provider states that on page 2, section B, clause 3 of the guarantee, it distinctly sets out that this deed of guarantee and indemnity was taken out in addition to and not in substitution for any other deed of guarantee taken by the Provider. Therefore, the Provider submits that the first guarantee signed by the Complainant on **12 May 2011** and the second guarantee signed on **28 March 2012** were still in effect and being held as security by the Provider at the time the third guarantee was issued. The Provider points to page 4 of the deed of guarantee and indemnity stating that the Complainant is liable for the present and future debts of the company.

The Provider also states that the credit agreements/letter of sanction for the credit facilities obtained by the company placed the Complainant on notice that the Provider was relying on existing deeds of guarantee and indemnity. The Provider refers to the offer letters dated **16 April 2012** and **23 July 2012** and the sanction letter dated **13 August 2013** under the heading 'SECURITY' where it clearly stated that '**Any security held now or at any future time shall be security for all liabilities**'. The Provider states that the offer letters dated **16 April 2012** and **23 July 2012** under the heading 'Security Held' on the Sanction Letter dated **13 August 2013** under the heading 'OWNERSHIP RIGHTS' clearly stated "*Following full and final discharge by the Customer of the loan facility and any other Bank facilities covered by this security' any security documentation conferring ownership rights will be held in safekeeping by the [Provider] until we receive a written request for same by the customer...*"

The Provider also sets out the general process/the necessary steps for releasing a guarantor from a personal guarantee:

"First and foremost the remaining company directors would need to agree to release the director who has resigned from the company from the guarantee. If the remaining directors are agreeable to this they would then be required to submit financial documentation in order for the Credit Department to assess if the remaining Directors have the necessary means to cover the resigned Director's security. The Provider will only release Directors who have resigned from the company from the guarantee once it obtains replacement guarantees/security or it is otherwise satisfied with the company's ability to repay the loan.

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If the Provider was satisfied that the remaining directors did have the necessary means and approved the release of a resigned director as a guarantor, a new guarantee would have to be signed by the remaining directors.”

The Provider has enclosed a statement from one of its representatives who it states phoned the Complainant on receipt of his letter dated **13 January 2017** and advised him that the remaining directors of the company would need to agree to release the Complainant from the guarantee. The Provider states that the representative explained to the complainant that if the remaining directors were agreeable to releasing the Complainant from the guarantee then the remaining directors would need to submit financial documentation in order for the Provider's credit department to assess if the remaining directors have the necessary means to cover the Complainant's security. The Provider states that the representative subsequently arranged a meeting with the remaining directors of the company and requested the necessary documentation for an assessment to be carried out by the credit department. The Provider states that as the necessary documentation was not provided at this meeting, the assessment could not be completed. The Provider also states that it is important to note that even had the documentation been furnished, there is no guarantee that the Complainant would have been removed from his obligation by the Provider. The Provider states that this decision is a commercial decision of the Provider.

The Provider does acknowledge that the Complainant was not updated regarding the ongoing difficulties the Provider was experiencing in **2017** in obtaining the financial documentation from the remaining directors in order for the Provider's credit department to assess if the company had the necessary means to cover the resigned director's security. In light of this matter, the Provider has offered the Complainant €1,000 as a gesture of apology.

The Provider states that in **2018**, when the company went into financial difficulty, an account manager for the Provider requested documentation from the remaining directors in an attempt to reach an acceptable alternative repayment arrangement to address the outstanding debt owed. The Provider states that the account manager also advised the Complainant that his request could be carried out in conjunction with the assessment of an alternative repayment arrangement for the company's outstanding debt. The Provider states that the account manager requested the necessary documentation from the remaining directors in order for the assessments to be undertaken. The Provider notes that the Complainant attempted to prompt the remaining company directors to provide the required documentation, however, as of the date of the further submissions, the Provider states that the required documentation had not been received. The Provider also states that it cannot be held responsible for the failure of the remaining directors of the company to supply the necessary documentation and as a result of this failure to supply the necessary documentation the Provider states that it has not been in a position to assess the matter. Therefore, the Provider states that the Complainant still remains liable under the legal documents signed by him for the company's outstanding debt.

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The Provider states that the company's business current account had an overdrawn balance in the amount of €55,557.49 on **13 January 2017**, the date the Complainant advised the Provider that he was resigning as a director of the company. The Provider states that at that time, the company's business current account had a permanent overdraft facility of €35,000 and an Electronic Fund Transfer facility of €70,000 on the Business Online system for wages for the company's employees.

In relation to Chapter 4 of the Consumer Protection Code of Conduct 2012, the Provider states that it is satisfied that it has complied with provision 4.1 of the Code. With respect of provision 4.1, the Provider states that the three guarantees which the Provider is holding the Complainant liable for were clear, accurate and written in plain English. The Provider also stresses that the guarantees were clear that they were taken out in addition to and not in substitution for any other guarantee taken by the Provider. In relation to provision 4.2, the Provider acknowledges that it did not update the Complainant regarding the ongoing difficulties it was experiencing in **2017** in obtaining the financial documentation from the remaining directors of the company and sincerely apologises for this. The Provider reiterates that it is offering €1,000 to the Complainant as a gesture of apology. The Provider does stress that *"it is impossible to determine whether or not if the Complainant had been made aware of the situation in **2017** that it would have altered the outcome of the case given [the company] got into financial difficulty shortly after [the director's] resignation i.e. it is highly unlikely that the remaining directors of [the company] would have had the necessary means to cover the Complainant's security in order to allow the release of the Complainant's guarantees"*.

In respect of the allegation by the Complainant that the Provider engaged in *"threatening or bullying behaviour"*, the Provider states that it has no record of any formal complaint being raised concerning this and furthermore it rejects this allegation. The Provider states that it is under an obligation to issue certain correspondence to a guarantor notifying them of changes to the borrowings of the company and warning that guarantees held may be enforced given the company's financial difficulties. The Provider also states that it has reviewed the call recordings between the parties and states that the Provider's representatives are at all times cordial during the calls.

The Complaints for Adjudication

The complaints are that the Provider:

1. Has failed to *"release [the Complainant] from a personal guarantee"* despite being requested to in **January 2017**; and
2. Has failed to communicate a *"coherent procedure"* and keep the Complainant informed as to the progress of his request, during **2017** and early **2018**.

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 3 September 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.

It is important to note at this point that where an issue has been raised relating to the release of a guarantor from his guarantee obligations, this Office is only in a position to investigate a complaint as to whether the Provider handled this request to be released in an appropriate manner. This Office will not interfere with matters that are within the Provider's commercial discretion, unless the conduct complained of is argued to be unreasonable, unjust, oppressive or improperly discriminatory in its application to a Complainant, within the meaning of **Section 60(2)(b)** of the **Financial Services and Pensions Ombudsman Act 2017**.

In respect of the complaint that the Provider failed to release the Complainant from his guarantee obligations, despite being requested to do so in **January 2017**, I note that the Complainant signed three guarantees on **12 May 2011** (€50,000), **28 March 2012** (€65,000) and **24 July 2012** (€69,000). I note that the terms and condition as well as the key provisions contained within the guarantees are the same in respect of each guarantee.

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I note that with respect to all three guarantees, the Complainant signed a statement stating:

"I understand the nature of the liability incurred and I do not wish to be independently advised by a solicitor."

I note that in respect of each of the guarantees the Complainant undertook, at clause A on page 1, to *"unconditionally and irrevocably guarantee and agree as a continuing obligation to pay to [the Provider] on demand all sums of money...which are now or shall be at any time owing or remain unpaid to [the Provider] anywhere from or by the Customer whether as principal or surety and whether solely or jointly with any other party..."*

I further note that Clause B(4) on page 2 of the guarantee states that *"this guarantee shall be in addition to and not in substitution for any other guarantee...given to [the Provider] by the Guarantors"*.

Furthermore, I note that on pg9 of the guarantees the following warnings are in bold writing:

"WARNING: AS A GUARANTOR OF THIS LOAN, YOU WILL HAVE TO PAY OFF THE LOAN, THE INTEREST AND ALL ASSOCIATED CHARGES IF THE BORROWER DOES NOT. BEFORE YOU SIGN THIS GUARANTEE YOU SHOULD OBTAIN INDEPENDENT LEGAL ADVICE"

"WARNING: IN ADDITION, IF ANY SECURITY IS GIVEN BY YOU AS COUNTER COVER FOR THIS GUARANTEE, THE BANK RESERVES THE RIGHT TO CALL UPON THE SECURITY HELD TO FULFIL THE BORROWER(S) OBLIGATIONS TO THE BANK"

Page 9 also contains a provision stating:

"PERSONAL GUARANTORS

ON EXECUTING THIS YOU ARE LIABLE TO [THE PROVIDER] FOR THE PRESENT AND FUTURE DEBTS AND OBLIGATIONS OF ONE OR MORE PERSONS OR COMPANIES UP TO A MAXIMUM PRINCIPAL AMOUNT OF..."

Therefore, on the basis of the foregoing, it is clear that when entering into the guarantees, the Complainant was notified that he would be required to fulfil both *"the present and future"* debts of the company and that he understood the nature of the liability that he was incurring. Accordingly, I cannot accept the suggestion by the Complainant that as the guarantees for the loans had been *"repaid in full"* and that the *"bank Overdraft was the only remaining facility"*, the Complainant is entitled to evade guaranteeing the monies owed to the Provider arising from said bank overdraft. Nor can I accept the Complainant's assertion that he is entitled to be released from his guarantee at his request. The terms and conditions of the guarantee contain nothing that would support that contention.

In relation to the allegation that the Provider failed to communicate a “coherent procedure” and keep the Complainant informed as to the progress of his request, during **2017** and early **2018**, I note that the Complainant states in his letter to the Provider dated **2 April 2018** that he rang the Provider in **January 2017** and states that he was told to send a letter to the Provider simply confirming his resignation as director. No recording of this initial call has been submitted to this Office, other than the Complainant’s recollection of it, and the Provider does not directly address this initial call in any of its submissions.

I note that Complainant first wrote to the Provider on **13 January 2017** stating that he was in the process of selling his shareholding in the company and would be resigning as a director of the company. The Complainant stated in this letter that he would appreciate “help in removing [his] personal guarantees for the overdraft”.

I note that the Provider has furnished no file note or record of this letter from the Complainant being replied to until a letter dated **30 November 2017** was sent to the Complainant. This letter dated **30 November 2017**, did not address the issues raised by the Complainant in his **13 January 2017** letter. That letter was sent to comply with SME Regulations mandating certain information being sent to guarantors as to the status of the borrowings they have guaranteed.

The Provider has furnished in evidence, a note from a representative of the Provider which states:

“I recall receiving a hand written letter from [the Complainant] informing us that he was no longer a director of the company and requesting to be removed from all guarantees, I think the letter was received in early January 2017. I recall contacting the Complainant to introduce myself and acknowledge the letter and inform him that we will need to meet the remaining directors and gather necessary information and submit a request to our lending team to remove [the Complainant] from the existing guarantees.”

The Provider’s representative states that he forwarded the matter on to a colleague who met the remaining company’s directors shortly thereafter but had issues obtaining the necessary documentation to progress the request further. The lack of any recording of the alleged phone conversation between the Provider’s representative and the Complainant as well as the lack of any formal response to the Complainant to his **13 January 2017** letter is highly unsatisfactory. In circumstances, where the Complainant denies that this communication happened at all, there simply is not sufficient evidence before me to allow me to make a decision regarding whether this phone call from the Provider’s representative to the Complainant happened in the manner set out by the Provider’s representative or not.

Regardless as to whether the phone conversation between the representative of the Provider and the Complainant took place, the Provider should have written formally to the Complainant addressing the issues raised in his **13 January 2017** letter.

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The correspondence submitted to this Office evidences that the Complainant then wrote to the Provider on **5 December 2017** requesting clarification of the position with the guarantees and this letter was also not responded to. I note that the Complainant wrote to the Provider on **14 March 2018** requesting an update as to the status of his guarantee and further wrote to the Provider on **2 April 2018** expressing surprise that his personal guarantee was still in place and requesting confirmation of the position in relation to it. I note that this letter also points out that the Complainant received no response to his letter dated **13 January 2017** and I note that this letter queries why no further action was taken by the Provider to follow up the company with the documentation necessary to carry out an assessment. I note that the Complainant wrote further letters to the Provider on **6 April 2018**, **30 May 2018** and **15 June 2018**, seeking guidance from the Provider and updating it as to his communication with the solicitors for the company. These letters also set out the Complainant's belief (based on the information he has received from solicitors for the company), that the company was never contacted by the Provider.

I note that the Provider sent letters to the Complainant dated **30 November 2017**, **15 March 2018**, **24 July 2018** and **1 October 2018** which were sent to comply with SME Regulations mandating certain information being sent to guarantors as to the status of the borrowings they have guaranteed. These letters did not address any of the substantive queries raised by the Complainant although they did confirm that the *"guarantee and indemnity remains in full force"*.

On **19 September 2018**, I note that the Complainant sent a letter to the Provider stating his ongoing frustration with the situation and outlining his efforts to seek guidance as to how to resolve the situation concerning his personal guarantees.

Recordings of 20 audio calls were submitted to this Office evidencing communication between the Complainant and representatives for the Provider between **June** and **December 2018**. I have considered the content of these audio calls. They clearly evidence that the Provider consistently failed to keep the Complainant up to date as to the status of the process of potential removal of the Complainant as a guarantor. The calls disclose that it was often left to the Complainant to follow up with the Provider and at no stage was a clear timeline given to the Complainant with regards to the assessment by the Provider of his potential removal as a guarantor. The Provider consistently stated that it was awaiting further documents from the company but failed to provide any clarity to the Complainant as to what those documents were or why those documents were delayed in being received from the company. Furthermore, the Provider failed to contact the Complainant back further to its phone call on **18 October 2018**. I do not accept the Provider's contention that as the Complainant was a *"3rd party guarantor"*, it cannot *"divulge to [the Complainant] the information sought from the company/other guarantors"*; it would have been reasonable and fair for the Provider to disclose to the Complainant at an early opportunity the exact documents it was seeking to allow an assessment as to whether the Complainant could be removed as a guarantor to occur. The telephone call recordings submitted also disclose that the Provider's representatives incorrectly told the Complainant on multiple occasions (including on **26 July 2018** & **24 October 2018**) that the matter would be resolved within 15 working days.

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I note that the Provider is under an obligation pursuant to provision 4.2 of the Consumer Protection Code 2012 to provide information to a consumer in “*a timely basis*” and note that on the basis of the foregoing this obligation was clearly not fulfilled. Furthermore, the Provider is under an obligation pursuant to provision 4.1 of the Consumer Protection Code 2012 to bring key information to the attention of the consumer. By failing to respond to the Complainant’s initial correspondence and thereafter failing to substantively engage with the Complainant’s queries relating to the potential to discharge his personal guarantee, the Provider breached both provisions 4.1 and 4.2. It is unsatisfactory that the Provider would not communicate clearly to the Complainant, the documentation it required from the company or give him an accurate timeline for the assessment of his request to be removed as a guarantor.

In the interests of completeness, I note that there has been no evidence submitted to this Office to support an allegation against the Provider that it engaged in “*threatening or bullying behaviour*” towards the Complainant. I further note that prior to the complaint being made to this Office there was no record of any formal complaint being raised concerning such asserted behaviour.

Due to the Provider’s failure to substantively engage with the Complainant’s request and its failure to set out clearly the process which the Complainant would need to undertake to have his guarantor obligations assessed for removal, I accept that the Complainant suffered significant inconvenience.

For this reason, I uphold the complaint that the Provider failed to communicate a “*coherent procedure*” and keep the Complainant informed as to the progress of his request, during **2017** and early **2018**. I find that the Provider’s offer of €1,000 is inadequate given all the circumstances and in light of the inconvenience and frustration this incident has caused the Complainant, I direct the Provider to pay a sum of €3,000 to the Complainant by way of compensation.

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 make a compensatory payment to the Complainant in the sum of €3,000, 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.

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

The above Decision is legally binding on the parties, subject only to an appeal to the High Court not later than 35 days after the date of notification of this Decision.



GER DEERING
FINANCIAL SERVICES AND PENSIONS OMBUDSMAN

23 September 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.