



<u>Decision Ref:</u>	2020-0447
<u>Sector:</u>	Banking
<u>Product / Service:</u>	Tracker Mortgage
<u>Conduct(s) complained of:</u>	Failure to offer a tracker rate throughout the life of the mortgage
<u>Outcome:</u>	Rejected

LEGALLY BINDING DECISION OF THE FINANCIAL SERVICES AND PENSIONS OMBUDSMAN

Background

This complaint relates to a mortgage loan account held by the Complainants with the Provider. The mortgage loan that is the subject of this complaint is secured on the Complainants' principal private residence.

The loan amount is €200,000 and the term of the loan is 25 years. The particulars of the Letter of Approval dated **23 May 2005** detailed that the loan type was a "1 Year Fixed Rate Home Loan".

The Complainants' Case

The Complainants' mortgage loan account was drawn down on a fixed interest rate of 2.74% in **July 2005** for a period of one year.

Upon expiry of the fixed interest rate period in **July 2006**, the Complainants opted for a further one year fixed interest rate period to apply to their mortgage loan account.

Prior to the expiry of the further fixed interest rate period in **June 2007**, the Complainants submit that they received a letter from the Provider setting out a list of interest rate options which included a tracker variable rate of ECB + 0.80% (4.55%). The Complainants

state that they contacted the Provider to “*look for advice regarding [their] mortgage rate options*”.

The Complainants outline that, at the time, they contacted the Provider’s “*customer services helpline*” and also spoke to staff in the Provider’s branch “*who encouraged [them] to take a fixed rate as the economy was so precarious at the time*”. The Complainants state they were advised to opt for a three year fixed interest rate of 5.10% “*even though it was a more expensive option...than the tracker rate*”. They also submit that they were “*told [they] could take up the tracker rate option after the 3 year fixed period expired in 2010*”.

The Complainants are of the view that they were “*pushed into the fixed rate option*” and they made their decision “*based on information/advice furnished by a [Provider’s] representative at that time*”.

The Complainants assert that at no point did the Provider explain to them that they did not have a “*contractual entitlement to be offered a tracker rate option*” in the future on foot of selecting a three year fixed interest rate period in **June 2007**. The Complainants note that the rate options form does not state that the tracker interest rate option was “*a one-time offer*” and if they did not select the tracker interest rate option at that time, they would “*lose it*”.

The Complainants further submit that the rate options form that they signed on **25 June 2007** states that “*the interest rate that applies to this tracker mortgage will never be more than 0.80% over ECB*”. The Complainants contend that this led them to believe that a tracker interest rate “*would be offered again*” when the three year fixed interest rate period expired.

On the expiry of the three year fixed interest rate period in **July 2010**, the Complainants submit that they contacted the Provider to request that a tracker interest rate be applied to their mortgage loan account, however they were informed that tracker rates were no longer available.

The Complainants are seeking the application of a tracker interest rate of ECB + 0.80% to their mortgage loan account.

The Provider’s Case

The Provider issued a Letter of Approval to the Complainants on **23 May 2005** offering a one year fixed rate home loan in the amount of €200,000 at a rate of 2.74% over a repayment period of 25 years.

/Cont’d...

The Provider asserts that the Letter of Approval did not contain *“an entitlement to be offered a tracker interest rate at any stage during the term of the loan”*.

The Provider refers to **General Condition 5** of the **General Mortgage Loan Approval Conditions** which provides that *“on expiry of any fixed rate period, the Bank or the Complainants could apply a variable rate of interest to the account”*.

The Provider explains that, prior to expiry of the initial one year fixed interest rate period in **July 2006**, an options letter and form issued to the Complainants listing the rate options available to the Complainants at that time. The Provider states that the Complainants signed the options form on **27 June 2006** confirming that they wished to avail of a further one year fixed interest rate of 4.35%. The Provider states that a fixed interest rate was subsequently applied to the Complainants' mortgage loan account from **5 July 2006** to **5 July 2007**.

The Provider states that, prior to the expiry of the further one year fixed interest rate period in **July 2007**, an options letter and form dated **15 June 2007** issued to the Complainants outlining the rate options it was making available to the Complainants at that time. The Provider explains that one of the options included on the options form was a tracker variable rate of ECB + 0.80% (4.55%). The Provider submits that this option *“was confirmed as the Bank's default rate in the event that the Complainants did not make a rate selection from the options provided to them”*. The Provider asserts that the inclusion of a tracker variable interest rate as an option was not based on any *“contractual entitlement of the Complainants”* but rather was based on a *“policy of the Bank at this time of including a tracker rate option in the list of current rate options being provided to certain existing customers whose contracts were expiring from a fixed rate period”*.

The Provider states that the Complainants signed the options form on **25 June 2007** confirming that they wished to avail of a three year fixed interest rate of 5.10%. The Provider submits that it subsequently applied a three year fixed interest rate of 5.10% to the Complainants' mortgage loan account from **5 July 2007** to **5 July 2010**. The Provider notes that **General Condition 5**, as referred to above, provided for the rate applying on the expiry of any fixed interest rate period selected by the Complainants in the options form dated **15 June 2007**.

In **mid-2009**, the Provider explains that it ceased offering tracker rates to customers maturing from fixed rates and discounted rates who did not have a contractual entitlement to a tracker interest rate. The Provider states that it made a *“business decision”* at the time to withdraw tracker interest rates and *“reserved the right to do so without notification”*. In this regard, the Provider states that it did not issue a specific notification to the Complainants however the current interest rates available were on

/Cont'd...

display in the Provider's branches, its website and were also available through its telephone banking facility.

The Provider submits that, prior to the expiry of the three year fixed interest rate period in **July 2010**, a rate options letter issued to the Complainants outlining the interest rates available to the Complainants which included the Provider's non-tracker variable interest rate and a number of fixed interest rate options.

The Provider submits that the Complainants were not offered a tracker interest rate on expiry of the fixed rate period in **July 2010** as they did not have a contractual entitlement to be offered a tracker interest rate at the end of this fixed rate period or at any time during the lifetime of the mortgage loan account. The Provider states that in circumstances where it did not receive instructions from the Complainants regarding a rate to be applied to the mortgage loan account, the default variable rate of 4.05% was applied to the Complainants' mortgage loan account on **5 July 2010**.

In response to the Complainants' submissions that they were of the belief that the tracker option listed in the rate options letter dated **15 June 2007** would be available for selection on expiry of the fixed interest rate period in **June 2010**, the Provider submits that the rate options form outlined the rates that were available at the end of **June 2007** only. The Provider further submits that there was no part of the rate options letter and form dated **15 June 2007** from which "*it could be reasonably inferred*" that the tracker interest rate option would be available at the end of any one of the listed fixed interest rate periods. In particular, the Provider asserts that the options form did not specify that the tracker option of ECB+ 0.80% was a rate that would be available to the Complainants on expiry of the three year fixed interest rate period which they selected.

The Complaints for Adjudication

The complaint for adjudication is that the Provider "*misled*" and "*misinformed*" the Complainants in **2007** in respect of their interest rate options and the Provider incorrectly failed to offer the Complainants a tracker interest rate of ECB + 0.80% in **July 2010** upon the expiry of a three year fixed interest rate period.

Decision

During the investigation of this complaint by this Office, the Provider was requested to supply its written response to the complaint and to supply all relevant documents and information. The Provider responded in writing to the complaint and supplied a number of items in evidence. The Complainants were given the opportunity to see the Provider's

/Cont'd...

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 17 November 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, my final determination is set out below.

In order to determine this complaint, it is necessary to review and set out the relevant provisions of the Complainants' mortgage loan documentation. It is also necessary to consider the details of certain interactions between the Complainants and the Provider between **2007** and **2010**.

The Provider issued a **Letter of Approval** dated **23 May 2005** to the Complainants which details as follows;

<i>"Loan Type:</i>	<i>1 Year Fixed Rate Home Loan</i>
<i>Purchase Price / Estimated Value:</i>	<i>EUR 270,000.00</i>
<i>Loan Amount:</i>	<i>EUR 200,000.00</i>
<i>Interest Rate:</i>	<i>2.74%</i>
<i>Term:</i>	<i>25 year(s)"</i>

The **Special Conditions** to the **Letter of Approval** details as follows;

/Cont'd...

“A. GENERAL MORTGAGE LOAN APPROVAL CONDITION 5 “CONDITIONS RELATING TO FIXED RATE LOANS” APPLIES IN THIS CASE. THE INTEREST RATE SPECIFIED ABOVE MAY VARY BEFORE THE DATE OF COMPLETION OF THE MORTGAGE.”

General Condition 5 of the **General Mortgage Loan Approval Conditions**, states as follows;

“CONDITIONS RELATING TO FIXED RATE LOANS

5.1 The interest rate applicable to this advance shall be fixed from the date of the advance for the period as specified on the Letter of Approval, and thereafter will not be changed at intervals of less than one year.

5.2 The interest rate specified in the Letter of Approval may vary before the date of completion of the Mortgage.

5.3 Whenever repayment of a loan in full or in part is made before the expiration of the Fixed Rate Period the applicant shall, in addition to all other sums payable, as a condition of and at the time of such repayment, pay whichever is the lesser of the two sums:

(a) a sum equal to one half of the amount of interest (calculated on a reducing balance basis) which would have been payable on the principal sum desired to be repaid, for the remainder of the Fixed Rate Period, or

(b) a sum equal to [the Provider’s] estimate of the loss (if any) occasioned by such early repayment, calculated as the difference between on the one hand the total amount of interest (calculated on a reducing balance basis) which the applicant would have paid on the principal sum being repaid to the end of the Fixed Rate Period at the fixed rate of interest, and on the other hand the sum (if lower) which [the Provider] could earn on a similar principal sum to that being repaid if [the Provider] loaned such sum to a Borrower at its then current New Business Fixed Rate with a maturity date nearest to the end of the Fixed Rate Period of the loan, or part thereof, being repaid.

5.4 Notwithstanding Clause 5.1, [the Provider] and the applicant shall each have the option at the end of each fixed rate period to convert to a variable rate loan agreement which will carry no such redemption fee.”

The **General Mortgage Loan Approval Conditions** also state as follows;

/Cont’d...

*“IF THE LOAN IS A VARIABLE RATE LOAN THE FOLLOWING APPLIES:
“THE PAYMENT RATES ON THIS HOUSING LOAN MAY BE ADJUSTED BY THE LENDER
FROM TIME TO TIME.”*

The **Acceptance of Loan Offer** was signed by the Complainants and witnessed by their solicitor on **1 June 2005** on the following terms;

- “1. I/we the undersigned accept the within offer on the terms and conditions set out
in*
- i. Letter of Approval*
 - ii. the General Mortgage Loan Approval conditions*
 - iii. [the Provider’s] Mortgage Conditions*
- copies of the above which I/we have received, and agree to mortgage the
property to [the Provider] as security for the mortgage loan.
[...]*
- 4. My/our Solicitor has fully explained the said terms and conditions to me/us.”*

It is clear that the Letter of Approval dated **23 May 2005** envisaged an initial one year fixed interest rate of 2.74% and thereafter a variable interest rate. The variable rate, in the Complainants’ mortgage loan documentation, made no reference to varying in accordance with variations in the ECB refinancing rate, rather it was a variable rate which could be adjusted by the Provider. The Complainants accepted the Letter of Approval having confirmed that the Letter of Approval and the General Mortgage Loan Approval conditions had been explained to them by their solicitor in **June 2005**. If the Complainants were not happy with the terms of the Letter of Approval, including the type of interest rate, the Complainants could have decided not to accept the offer made by the Provider. There was no contractual or other obligation on the Provider to offer the Complainants a tracker interest rate on the expiry of the one year fixed interest rate period in **July 2006**.

Prior to the expiry of the initial one year fixed interest rate period, the Provider issued a **rate options form** to the Complainants in **June 2006**. The rate options form listed the different rates available to the Complainants at the time to include the Provider’s variable rate of 3.85% and several fixed interest rate options. I note that the interest rate options offered to the Complainants at this time were in accordance with the terms of the Letter of Approval, in particular **General Condition 5** as outlined above. A copy of the rate options form has been furnished in evidence and indicates that the Complainants opted to apply a further one year fixed interest rate of 4.35% to their mortgage loan account. The Complainants signed the rate options form on **27 June 2006** noting their selection of the one year fixed interest rate of 4.35% and the signed rate options form was received by the

/Cont’d...

Provider's branch on **29 June 2006**. The Provider subsequently applied the selected fixed interest rate of 4.35% to the Complainants' mortgage loan account from **5 July 2006** to **5 July 2007**.

On **15 June 2007**, prior to the expiry of the further one year fixed interest rate period, the Provider issued an **options letter** to the Complainants which detailed as follows;

"I am writing to remind you that the current rate options on your mortgage account will end on 05 Jul 2007.

Please find attached the current options available to you, including our competitive tracker variable rate.

If we do not receive a written instruction from you in relation to the above on or before the 05 Jul 2007, we will automatically default your loan to the tracker variable rate."

A **rate options form** was enclosed with the above letter and detailed as follows;

"Current options available:

You may select one option.

Account Number: [ending 9387]

		<i>Monthly Repayment EUR</i>
<i>Tracker variable rate (ECB + maximum 0.8000%)*</i>	<i>- Currently: 4.55%</i>	<i>1153.68</i>
<i>Standard variable rate</i>	<i>- Currently: 5.10%</i>	<i>1212.90</i>
<i>1 year fixed rate</i>	<i>- Currently: 4.99%</i>	<i>1200.92</i>
<i>2 year fixed rate</i>	<i>- Currently: 5.15%</i>	<i>1218.36</i>
<i>3 year fixed rate</i>	<i>- Currently: 5.10%</i>	<i>1212.90</i>
<i>4 year fixed rate</i>	<i>- Currently: 5.15%</i>	<i>1218.36</i>
<i>5 year fixed rate</i>	<i>- Currently: 5.15%</i>	<i>1218.36</i>
<i>7 year fixed rate</i>	<i>- Currently: 5.15%</i>	<i>1218.36</i>
<i>10 year fixed rate</i>	<i>- Currently: 5.15%</i>	<i>1218.36</i>

[...]

- Please note, if you choose a fixed rate, the standard fixed-rate conditions will apply (see over the page)*

/Cont'd...

- * *The interest rate that applies to this Tracker Mortgage will never be more than 0.8000% over the European Central Bank Refinancing Rate (the “ECB Rate”). See over the page for further details on Tracker Mortgage Loans.”*

The options form is clear that the options are “*current options available*”. The asterisk symbol beside the tracker interest rate option links the tracker variable rate option to the description of the tracker interest rate. The description clearly outlines the tracker interest rate to be one that would never be more than ECB + 0.80%. When the rate options form is read with the rate option letter, it is clear that if the Complainants did not select an interest rate from the options listed above, a tracker interest rate would apply to their mortgage loan and again this rate would never be more than ECB + 0.80%.

The reverse of the rate options form contained further details in relation to the nature of tracker mortgage loans. The text under the heading “**Tracker Mortgage Loans**” on the reverse of the rate options form details as follows;

“1. The interest rate applicable to Tracker Mortgage Loans is made up of the European Central Bank Refinancing Rate (“the ECB Rate”) plus a percentage over the ECB Rate. The amount of the percentage over the ECB Rate will depend on the amount of the loan and that percentage will not be exceeded during the term of the loan.

2. The ECB rate may be increased or decreased from time to time by the European Central Bank (ECB). We will apply all increases or decreases within one month from the date announced by the ECB as the effective date.

3. If we cannot use the ECB Rate for this loan, we will use another reference rate or calculation that is fair and reasonable.

4. If more than one Tracker Mortgage Loan exists on the property, these loans cannot be added together to get a different interest rate over the ECB rate.”

The same wording as contained in **General Condition 5.3 of General Mortgage Loan Approval Conditions** which is outlined above, appears under the heading “**Fixed Rate Loans**” on the reverse side of the options form.

I note that the Complainants assert that they contacted the Provider in **June 2007** by telephone and also visited one of the Provider’s branches to seek advice as to which interest rate option to select. The Complainants contend that a representative of the Provider advised them to opt for a three year fixed interest rate and were informed that they could “*take up the tracker rate option*” at the end of the fixed rate period. The

/Cont’d...

Complainants are of the view that they were “*pushed into the fixed rate option*” and they made their “*decision based on information/advice furnished by a [Provider’s] representative at that time*”.

This office requested the Provider to furnish a recording and/or transcript of any telephone calls between the Provider and the Complainants in relation to interest rate offerings on the Complainants’ mortgage loan account in or around **June 2007**. The Provider states that due to a number of constraints “*including the passage of time and technical limitations of the Bank’s historic telephone recording system, which is no longer in use*”, the Provider is not in a position to locate any relevant recording.

It is most disappointing that the Provider is unable to furnish this office with telephone recording(s) from that time in order to determine the nature of the communications between the parties.

However, it is important for the Complainants to understand regardless of the information that may have been given to them by the Provider as to the interest rate options, it was ultimately a decision for the Complainants as to which mortgage product or interest rate they wished to select that best suited their own needs. Further, I do not think that it is reasonable to expect a Provider to be in a position to inform customers as to what particular interest rates will be offered at a future date, in this case being three years into the future.

This office requested the Provider to furnish an explanation of its policy with respect to tracker interest rate offerings. While the Provider has informed this office that it does not hold an individual policy document in relation to its tracker rate offering, it has summarised its policy as follows;

“...[in mid] 2006, the Bank introduced a policy of offering a tracker rate of interest to its existing customers who were maturing from a period of a fixed rate of interest although their loan contract did not specify an entitlement to be offered a tracker rate at maturity (this initiative was taken against the backdrop of the competitive mortgage market at that time). Therefore, a Tracker mortgage rate was included in the list of options in the automated options letter issued to a customer in the month prior to the date of maturity of the fixed rate period. Between [mid] 2006 and [late] 2006 while the options letter included the offer of a tracker interest rate, in the absence of a customer selection, the variable rate was applied to the mortgage as the default interest rate. From [late] 2006 until [mid] 2009, in the absence of a customer selection the tracker interest rate was applied to the mortgage as the default interest rate.”

/Cont’d...

While the Bank ceased offering the tracker mortgage interest rate in [mid] 2008 to new business, it continued until [mid] 2009 its policy of offering a tracker interest rate maturity option to existing fixed rate customers whose contracts did not contain an entitlement to be offered a tracker rate, at maturity of an existing fixed rate period.

After [mid] 2009, the Bank continued to offer and / or apply Tracker rates to maturing loans where customers had a contractual right to same."

On the basis of the above, I accept that a tracker interest rate of ECB + 0.80% (4.55%) was offered to the Complainants, who were existing customers of the Provider, in the options form of **15 June 2007** in line with the Provider's policy at this time as opposed to there being any contractual entitlement to a tracker interest rate on the part of the Complainants.

While the Complainants were offered a tracker interest rate of ECB + 0.80% (4.55%), they chose not to select this option and instead opted for a three year fixed interest rate of 5.10%. The Complainants instructed the Provider to apply a three year fixed interest rate to their mortgage account by selecting this rate in the rate options form of **15 June 2007**, signing the rate options form on **25 June 2007** and returning the rate options form to the Provider. The rate options form was received by the Provider on **28 June 2007** and a fixed interest rate of 5.10% was applied to the Complainants' mortgage loan account on **5 July 2007**.

Prior to the expiry of the three year fixed interest rate period, the Provider issued a letter to the Complainants on **15 June 2010** which detailed as follows;

"I am writing to remind you that the current rate option on your mortgage account will end on 05 Jul 2010.

Please find attached the current options available to you.

We recommend that you consider your options carefully before making your selection. If you choose a fixed rate, then at the end of the fixed rate period we will send you a list of the product options available to you. Our rates at the time could be higher or lower than our current rates depending on market factors and as a consequence you may incur higher interest over the term of the loan.

*If we do not receive a written instruction from you in relation to the above on or before the 05 Jul 2010, the interest rate on your mortgage will be the LTV Variable Rate **."*

A **rate options form**, a copy of which has been submitted in evidence, was enclosed with the above letter. The rate options form outlined various interest rates available to the Complainants at the time to include a "*LTV Variable Rate*" of 4.05% and various fixed interest rate options. The Complainants submit that they contacted the Provider by telephone in or around **June 2010** to request that a tracker interest rate be applied to their mortgage loan account however they were advised that tracker interest rate were no longer available. Again, this office has not been furnished with any telephone recording(s) between the Provider and the Complainants from this time, for reasons already outlined above. However, I am satisfied that the rate options form was clear that a tracker interest rate was not available for selection by the Complainants at that time as it did not list an option of a tracker interest rate. Moreover, I accept that those rates had been withdrawn from the market by the Provider in **mid-2009** in respect of existing fixed rate customers whose loan agreements did not contain an entitlement to be offered a tracker interest rate at the end of a fixed rate period.

In circumstances where the Provider received no response from the Complainants, the interest rate on the Complainants' mortgage loan account defaulted to the Provider's "*LTV Variable Rate*" of 4.05% on **5 July 2010**. I accept that this was in line with **General Condition 5.4** of the **General Mortgage Loan Approval Conditions**, as outlined above. The Provider issued a letter dated **5 July 2010** to the Complainants noting the following;

"I wish to advise you that in accordance with the terms of your loan, the rate of interest has been amended to a variable rate currently 4.05% [...]"

Having considered the Complainants' mortgage loan documentation, it is my view that that the Complainants did not have a contractual entitlement to a tracker interest rate at the end of the fixed interest rate period in **July 2007**. The fact that the Provider was offering tracker interest rates to new or existing mortgage customers at that time, did not create an obligation (contractual or otherwise) on the Provider to offer a tracker interest rate to the Complainants on the mortgage loan account again in the future. It appears that the Provider, in line with its own policy at the time, offered the Complainants a tracker interest rate as one of nine interest rate options available on **15 June 2007**. The Complainants opted not to accept that offer.

I accept that there could have been some confusion on foot of certain telephone call(s) or attendances at the Provider's branch between the Complainants and the Provider. However, the rate options form of **15 June 2007** that issued to the Complainants clearly

/Cont'd...

set out the interest rates that were then currently available to the Complainants on expiry of the fixed interest rate period from **5 July 2006** to **5 July 2007**.

It is important to highlight that the rate options form did not refer to particular rates that would apply at the expiry of any new fixed interest rate periods into the future. Moreover, there is no reference whatsoever in the rate options form to an entitlement to a tracker interest rate at the end of a new fixed interest rate period. There was a reference to a tracker interest rate in the rate options letter in the list of interest rate options that the Complainants could choose from that particular time. The only other reference to a tracker interest rate in the rate options letter is confirmation that a tracker variable interest rate would apply to the Complainants' mortgage loan account on **5 July 2007** if they did not select one of nine interest rate options offered to them by the Provider. Therefore, I do not consider that the Complainants can be of the view that the rate options form of **15 June 2007** could have been understood to mean that a tracker interest rate of ECB + 0.80% would be offered to them at the end of a fixed interest rate period in the future. Furthermore, it is important for the Complainants to understand that the Complainants' mortgage loan is governed by the Letter of Approval and terms and conditions attaching to the Letter of Approval, none of which contain a contractual entitlement to a tracker interest rate be it at the end of a fixed interest rate period or at any stage during the term of the mortgage loan.

For the reasons outlined in this Decision, I do not uphold this complaint.

Conclusion

My Decision pursuant to **Section 60(1)** of the **Financial Services and Pensions Ombudsman Act 2017**, is that this complaint is rejected.

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

8 December 2020

/Cont'd...

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.