An tOmbudsman Seirbhísí Airgeadais agus Pinsean
Financial Services and Pensions Ombudsman

Decision Ref:	2021-0016
Sector:	Banking
Product / Service:	Current Account
Conduct(s) complained of:	Delayed or inadequate communication Failure to provide correct information Maladministration
Outcome:	Substantially upheld

LEGALLY BINDING DECISION
OF THE FINANCIAL SERVICES AND PENSIONS OMBUDSMAN

This complaint, submitted by a company, relates to the reclassification of an account and failure to notify the Complainant company of the reclassification.

The Complainant Company's Case

The Complainant company is unhappy that its current account was transferred into the Provider's "*non-performing section*". During the course of a separate complaint by the Complainant company with this Office, it became aware that its current account was reclassified in July 2012. The Complainant company contends that it "*did not at the relevant time nor at any time since have any debt*". The Complainant company argues its understanding that problem creditworthiness accounts with the Provider are transferred to this non-performing section for risk assessment and appropriate action. Necessarily, it argues, the account would be flagged throughout the various departments of the bank. The Complainant company argues that the account remained in this non-performing division between May 2012 and December 2013.

The Provider, in its final response letter to the Complainant company dated 4 December 2017, asserts that the reason for the reclassification is due "*to historic linkages which for reasons of customer confidentiality, [it] cannot disclose*". The Provider states in a letter dated 12 February 2018 that "*these linkages have since been deleted*".

The Complainant company contends that the decision to transfer the account "*must have been based upon some assessment and reporting*" and queries whether "*every account is liable to be transferred to [the non-performing section] on the whim of an employee irrespective of experience, seniority or any basis for such transfer*".

The Complainant company is aggrieved that it was not notified of this reclassification until such time as it came to light through a complaint to this Office. It is further aggrieved by what it contends is the failure of the Provider to give an explanation for the re-categorisation on the basis of a decision-making process which resulted in the re-categorisation.

In response to submissions from the Provider dated 20 April 2020, the Complainant company states that it is clear that the account was "*re-tagged*" but there is no clarity on whether or not it was actually reclassified. It states that the Provider has now stressed that the account was not reclassified but its previous communications suggested that the account was in fact reclassified. The Complainant points out that the Provider has indicated that the account was "*re-tagged*" to its non-performing loans group along with the accounts of another borrower's loans which were indeed reclassified. It argues that this suggests that the account in question which had no borrowing was grouped with the reclassified borrower's account. It argues that there must be a simple explanation as to why this was done. The Complainant company argues that the Provider seeks to hide behind "*internal policies*" as a cover for dealing with accounts in any way it wishes, without any explanation to the account holder.

The Complainant company would like Provider to "*furnish records, reports and minutes of decisions resulting in reclassification account and similarly as to correction*". In addition, it would like "*assurances that credit worthiness [is] not adversely affected*" and would like a "*suitable apology*".

The Provider's Case

The Provider submits that the management of the business current account, the subject matter of the complaint, was "*retagged*" internally to relationship management within its restructuring section in July 2012.

The Provider argues that reclassification is an internal process and can happen without a customer being aware of such a reclassification. The Provider argues that it is not dictated by arrears on an account, though typically accounts with arrears are reclassified.

The Provider argues that the account in question was "*retagged*" under its "*aggregation policy*". It states that account connections can be aggregated for various reasons. The Provider submits that it makes linkages between accounts for various reasons, including shareholders, partners, signatories, family connections, and common risk factors. The Provider explains that aggregation is an internal policy and is required for prudential regulatory requirements. The Provider argues that it is not obliged to share its internal policies in this regard.

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The Provider stresses that the Complainant company's account was not "*reclassified*" in that the credit grading on the account never changed. It argues instead that the account was "*simply retagged*" to its restructuring section "*along with those of a borrower whose loans were indeed reclassified*".

In response to a query raised by this Office as to why the Provider is of the view that it cannot disclose the reasons for the reclassification, the Provider argues that it is bound by legislation, regulation and internal policies to protect the information of its customers. In the circumstances, it argues that it is unable to provide the full information that the Complainant company seeks in order to preserve customer confidentiality. The Provider argues that the Complainant company was initially advised of its position in this regard by letter dated 4 December 2017 and its position remains the same.

The Provider accepts that its standard practice was to issue a handover letter confirming the transfer to its restructuring section to all borrowers in a particular connection. In the particular circumstances of the present complaint, however, it argues that there was no requirement on the Provider to advise the Complainant company (which was not a borrower) of the transfer of the account to the restructuring section.

In response to a request for clarification from this Office as to whether the transfer of the account was communicated to the Complainant company's authorised signature as suggested by the Provider's letter dated 26 January 2018, the Provider reiterated its obligation to protect the information of third party customers. It stated it is therefore unable to provide any information in relation to its interactions with any parties outside of the Complainant company. The Provider accepts that in a letter of 26 January 2018, it stated that the transfer of the account to the restructure section would have been communicated to the authorised signatory of the account at the time of or prior to the transfer, and that it may have been communicated verbally. It further states that in a letter dated 12 February 2018, it stated that as there were no borrowings, there was no need to notify the Complainant company. The Provider does not accept that this is contradictory.

The Provider does not accept that there was any failure on its part to provide clear, accurate and up-to-date information to the Complainant company pursuant to its obligations under the Consumer Protection Code (**CPC**). The Provider states that the complaint at issue relates to an internal retagging of an account. It states that this internal retagging had no impact on the account in question and consequently it is the Provider's view that there is no breach of the CPC in this regard.

The Provider states that the business account in question is fully operational and the management of the account is owned by its business unit. The Provider states that the Complainant company has been advised on numerous occasions that its creditworthiness has not been affected by the matter in dispute, and highlights its responses dated 4 December 2017, 15 December 2017, 26 January 2018, 12 February 2018, and 20 February 2018 in this regard.

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The Provider reiterates that it is not in a position to comply with the Complainant company's request for records, reports and minutes of decisions resulting in the reclassification of the account. To justify this response, the Provider has referred to its "*responses above*" which I assume to be its responses in relation to the argument that the reclassification is a matter of internal policy and engages the confidentiality of a third-party customer.

The Provider states that it has repeatedly informed the Complainant company that the creditworthiness of the account has not been impacted and that the account in question has been under the management of its business unit since September 2014.

The Provider apologises for the concern that the matter has caused to the Complainant company and offers the Complainant company a goodwill redress offer of €500 and confirms that the offer remains open for acceptance by the Complainant company at any stage.

The Complaint for Adjudication

The complaint is that:

(i) The Provider reclassified the Complainant company's account into a section of the Provider aligned with non-performing loans/accounts; and

(ii) Failed to notify the Complainant company of the reclassification.

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 company 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.

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A Preliminary Decision was issued to the parties on 12 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.

Following the issue of my Preliminary Decision, the parties made the following submissions:

1. Letter from the Provider to this Office dated 1 September 2020.

2. Letter from the Complainant's representative to this Office dated 3 September 2020.

3. Letter from the Provider to this Office dated 15 September 2020.

Copies of these submissions were exchanged between the parties.

Having considered these additional submissions and all of the submissions and evidence furnished to this Office by both parties, I set out below my final determination.

The complaint at issue concerns the decision of the Provider to transfer, "*re-tag*" or "*re-classify*" the Complainant company's account in July 2012 into a restructuring section of the Provider that is normally aligned with non-performing loans and accounts. As the Complainant company does not, and never had any borrowings, it is aggrieved that such a decision was taken by the Provider and it is seeking further information on the Provider's rationale for its decision. The Complainant company is also aggrieved that it was not notified by the Provider of the transfer/re-tagging/re-classification.

The Provider has argued that the relevant transfer was a matter of internal policy, linked to its prudential regulatory obligations. It submits that there was no impact on the Complainant company's account, by way of credit worthiness rating or otherwise. The Provider has argued that the account was transferred due to an historic association with a third party whose accounts were reclassified within its restructuring section but it cannot provide further details for confidentiality reasons. The Provider has submitted that the Complainant company's account has been under the management of its business unit since September 2014.

Though the Complainant company has taken issue with the terminology of re-tagging and re-classification, it does not appear to me that anything turns on the descriptions used. Management of the relevant account was moved internally to the Provider's restructuring department in July 2012 and remained there until September 2014 when it was moved to a business unit.

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The Complainant company appears to be concerned that this transfer may have suggested that the company had a borrowing in default since accounts in arrears are usually managed by this section but it has not identified any specific party that it is concerned may have gotten the 'wrong impression' from the transfer. Similarly, there is no evidence to demonstrate that the creditworthiness of the relevant account or the Complainant company was affected in any way by the transfer and this suggestion has been repeatedly denied by the Provider. It therefore would appear that there was no discernible or quantifiable impact on the Complainant company by reason of the transfer of the account.

The question then becomes whether the Provider was nonetheless wrong or unreasonable in its approach to the Complainant company in deciding to transfer the account to its restructuring unit and in doing so without informing the Complainant company? The Provider is obliged to implement robust internal policies to support the sound prudential management of its business and the risks attaching to it. An aspect of these policies may well be some form of internal flagging of accounts which are or may become of concern from a risk management perspective.

It has submitted that the relevant account was "*retagged*" under an "*aggregation policy*", under which account connections can be aggregated for various reasons. The Provider submits that it makes linkages between accounts for various reasons, including shareholders, partners, signatories, family connections, and common risk factors. It would appear that the linking of the Complainant company's accounts with a third party account was due to a historic account signatory on the Complainant company's account. It would appear that when this third party's accounts were transferred to the restructuring department for reasons unknown to the Complainant company or to me, the Complainant company's accounts were also transferred.

The Provider states that aggregation is an internal policy and is required for prudential regulatory requirements. The Provider argues that it is not obliged to share its internal policies in this regard. It also argues that reclassification is an internal process and can happen without a customer being aware of such a reclassification.

In my Preliminary Decision I had stated that:

> *"I do not question the Provider's right to link or aggregate the Complainant company's accounts with those of a third party, or reclassify the accounts of the Complainant company. However, I find it most unreasonable that it aggregated or linked the Complainant company's account with the account of a third party and as a result reclassified the accounts without informing the Complainant company that it had done so."*

The Provider has, in its post Preliminary Decision submission, sought to clarify that:

> *"…the Complainant Company's account was never 're-classified' because the Complainant Company held no borrowings with the* [Provider].

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> *A 're-classification' relates to the credit grading of an account and in this case the credit grading on the Complainant Company account never changed. The account was simply 're- tagged' of (sic) 'linked' within a 'connection' to be managed by a relationship manager in another unit of the same* [Provider]*, namely* [redacted] *for a period, albeit incorrectly, before being transferred to the* [Provider's] *Business Banking division".*

The Provider details that:

> *"The [Provider] notes, as you have pointed out, that in its letter of April 2014 it confirmed the Complainant Company's account was incorrectly 'tagged' or 'linked' 'as a result of an Internal Bank mapping error' and thereby transferred to its* [redacted] *department. That is the correct position. The [Provider] accepts that its correspondence in 2017 and 2018 on this matter diverged from the earlier correspondence and confused matters by referring to 're-classification' of the account. The [provider] sincerely regrets any confusion or uncertainty experienced by the Complainant Company as a result of this. Again, we confirm that the Complainant Company's account was never 're-classified'".*

It may be that the Provider did not have to share or explain its policies to the Complainant company but I would certainly expect the Provider to inform the Complainant company when these policies could have an impacted on its accounts with the Provider.

In my Preliminary Decision I stated:

> *"I would have expected, as a matter of course, that the Provider would have notified the Complainant company of both the aggregation of its accounts and the transfer of its accounts."*

The Provider has, in its post Preliminary Decision submission dated **1 September 2020**, submitted that:

> *"We wish to clarify that while the Complainant Company's account was 'connected' or 'linked' to another account under the Banks aggregation policy, given that it had no borrowings with the Bank it was not actually aggregated. Actual aggregation only arises where a customer's credit position is being assessed. We wish this to be noted as an additional point of fact".*

While I note the submission of the Provider, I am concerned that the Provider's response to the concerns raised by the Complainant company in relation to the transfer has been unclear and confusing. By letter dated 2 April 2014, the Provider stated that the account was transferred into the restructuring group in July 2012 "*as a result of an internal Bank mapping error*", though it stated that the account or the banking services availed of were not affected in any way.

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It further stated that it was in the process of arranging to transfer the account back to business banking. By letter dated 4 December 2017, the Provider indicated that the account "*was transferred (re-classified) to [the restructuring section] due to historic linkages which for reasons of customer confidentiality we cannot disclose*".

An almost identical response was made by letter dated 15 December 2017, in which letter the Provider further stated that the Complainant company's credit history was not affected by the transfer.

By letter dated 26 January 2018, the Provider reiterated that the transfer occurred due to "*historic linkages which for reasons of third-party client confidentiality we cannot disclose*" and stated once again that the accounts and facilities were not affected in any way by the temporary transfer. The January 2018 letter went on to provide that the transfer "*would have been notified to the authorised signatory of your client account at the time of/prior to transfer. This may have been communicated verbally*." A further letter of 12 February 2018 stated that *"as a non-borrowing customer there is no requirement to be notified of the transfer*". The Provider has argued that there was no inconsistency between these letters of January and February 2018. I do not agree, as I believe they could rightly be described as confusing to the Complainant company. Further confusion is evident in the difference between the April 2014 and subsequent letters: the April 2017 letter indicated that the transfer was made in error while the correspondence in 2017 and 2018 relies on historic linkages and internal policies to justify the transfer.

I note that the Provider has stated numerous times that the transfer in question had no impact on the account in question, the Complainant company's creditworthiness, or the services offered to it. I have no evidence to suggest otherwise.

While it is important and I welcome that the Provider's conduct does not appear to have negatively impacted the Complainant company, nonetheless, I consider that the lack of clarity proffered by the Provider regarding the treatment of the Complainant company's accounts and the resulting reclassification of the Complainant company's account to be unreasonable.

The Provider had numerous opportunities to clarify the position with regard to the Provider's treatment of the Complainant company's accounts but did not do so.

Having carefully examined the submissions, it is evident that the Complainant company was not aware for a number of years of the fact that its accounts were part of a *"connection"* that comprised accounts other than its own accounts. Furthermore, the impact of any such *"connection"* on the management of the Complainant company's accounts was not explained, to it, by the Provider at any time.

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As I have outlined above, I accept that the Provider has a policy in place to aggregate certain loans with *"connections"* so that it may have an overview on the borrowings of customers who are *"connected"*. However, I find it unacceptable that the Provider did not formally advise the Complainant company that it had connected or linked its accounts with those of a third party, ultimately resulting in the accounts being reclassified.

In my Preliminary Decision, I had stated that:

> *"I believe the disclosure of such information to an account holder is of crucial importance. Knowing that an account has been aggregated with or linked to a third party account would allow an account holder to be in a position to make an informed choice as to whether a customer wished to continue to hold accounts with the Provider under such circumstances".*

The Provider contends that the practical applications of such a requirement to inform a customer of the policy to aggregate certain loans with *"connections"* so that it may have an overview on the borrowings of customers who are *"connected",* would lead to a situation where a potential borrower would ask the Provider *"a question about whether their loans are aggregated with those of other borrowers and who they might be"*.

The Provider states that it would be unable to answer these questions, as any answer would amount to either a potential or actual breach of confidence. The Provider submits that including an aggregation clause in the account terms and conditions would *"merely invite questions that we are unable to answer, resulting in a potentially damaging result for potential borrowers at the outset of the banking relationship, one that relies on a large degree of trust for both parties"*.

I find the Provider's current practice is totally lacking in transparency and could hardly be considered as something that would contribute to building trust between a customer and the Provider. I fail to understand how not informing customers of this practice is somehow more transparent or less likely to negatively impact on trust. I believe the Provider's actions in refusing to inform customers of this practice or that their accounts have been aggregated totally lacks transparency and can only serve to erode trust. On the other hand, informing customers of this practice would give customers the knowledge they need to make informed choices and decisions.

The Provider sets out in its post Preliminary Decision submissions, a scenario in relation to the difficulties it believes it would experience, should it be required to highlight its policy of aggregation:

> *"One example of how a potential breach of confidence would arise is where a loan which customer A has with the Bank is guaranteed by individual B. If the Bank were to inform customer A that his loan account had been aggregated or 'linked' with another account under the aggregation policy then this could potentially compromise the Banks duty of confidence to individual B in four distinct respects:*

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> *(i) it would potentially inform customer A of the fact that individual B had other dealings with the Bank, (ii) it would potentially inform customer A that there were other persons that individual B had joint borrowing with, (iii) it would potentially inform customer A that there were other persons for whom individual B was also providing security, (iv) it would potentially inform customer A that there were other persons who had guaranteed individual B's obligations to the Bank - if any of those relationships existed, as their dealings with the Bank would then be made known to the complainant. As we have stated in our most recent correspondence to your office, a breach of customer confidentiality would arise from the mere fact of knowing that a person has other business dealings with the Bank".*

The Provider, following the above submits that:

> *"Therefore, even if the Bank was asked the question about aggregation now at a time when aggregation is not mentioned in the terms and conditions, we would have to tell the customer that we could neither confirm nor deny the existence of aggregated accounts. And so to include this in our terms and conditions would merely invite questions that we are unable to answer, resulting in a potentially damaging result either at the outset or during the banking relationship, and one that relies on a large degree of trust for both parties.*
>
> *Therefore, it is our position that the consequences of including a reference to potential aggregation or 'linking' of accounts under the aggregation policy in our terms and conditions is considered unworkable on the grounds that it would be counterproductive given that we could not answer any questions put to us by customers."*

It is clear from these scenarios that the Provider's aggregation policy could potentially have far-reaching consequences for borrowers whose accounts are subject to the Provider's aggregation policy. The Complainant had not been made aware of this policy at any time, prior to the investigation and adjudication of this complaint by this office, and so would have had no reason to be aware of any possible reasons for the connection of his accounts with others.

The Provider has correctly pointed out that aggregation is a requirement under prudential regulations imposed by the Central Bank. I accept the Provider's entitlement and indeed, duty, to aggregate accounts.

My difficulty with the Provider's conduct is that the Complainant company's account was 'connected' or 'linked' without the knowledge of the Complainant company nor was it even made aware that it could potentially happen. Thus, it can be seen from the evidence in this complaint that the Complainant Company was at a complete loss to understand why its account was being managed in the manner in which it was.

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The Provider appears to be of the view that reviewing its practice of aggregating accounts without informing the customers that it has done so would require it to breach its *"duty of confidence of a third party by making a disclosure about their relationship with the bank or separate loans, in circumstances where there is no exemption for such disclosure"*.

The Provider has submitted in its post Preliminary Decision submission that it wished to:

> "*reiterate again how that the element of the Preliminary Decision requiring disclosure of the application of the Banks aggregation policy to the Complainant Company and its resultant transfer to the* [redacted] *division, may have potentially far reaching consequences that would have an impact on business practice for the industry in managing customers which are required to be aggregated for prudential regulatory reasons.*
>
> *This in turn could cause to potentially open itself to breach of confidentiality claims and breaches of data privacy which the Bank cannot accept as an appropriate outcome either in this case or for its wider ongoing management of its customer base*".

For the avoidance of doubt, I am not suggesting that the Provider operate in a way that would breach any of its customers' privacy.

I do, however, believe it is reasonable to expect the Provider to be open and transparent with its customers regarding the fact that it has an aggregation policy, to clearly inform customers that their accounts may be subject to this policy, and to set out for its customers the most common reasons for aggregation and the potential impacts of any such aggregation.

The Provider, in its post Preliminary Decision submission, states that *"to inform a customer in the manner you have suggested would be injurious to our business dealings across the commercial banking division of [the Provider]"*. I consider the Provider's current practices in relation to aggregation to be potentially injurious to borrowers, such as the Complainant, who do not know that their accounts may be connected with other customers.

Therefore, I direct the Provider to review its approach to not informing customers of the existence of this policy. In the interest of clarity, I do not direct what action the Provider should take on foot of that review. That will be a matter for the Provider to decide.

I note that during the investigation of this complaint, the Provider made an *ex gratia* offer of €500 in compensation to the Complainant company to reflect the "*concern that this matter has caused the Complainant company*". It has further confirmed that this offer remains open to the Complainant company to accept at any time. Given the seriousness of the information withheld from the Complainant company and the inconvenience caused in seeking clarification from the Provider, I believe the sum of €500 is inadequate. Therefore, I indicated in my Preliminary Decision, my belief that a sum of €3,000 was more appropriate.

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I stated that in arriving at this amount, I was conscious that the Complainant company does not appear to have suffered any particular loss or detriment as a result of the Provider's conduct.

The Provider, in its post Preliminary Decision submission dated **1 September 2020**, sought to have the proposed level of compensation reduced.

The Provider submits:

> *"We also wish to highlight, as you have correctly noted, that there was no detriment to the Complainant Company due to the fact that its account was managed by the* [Provider's] *division for a period of time (July 2012 to September 2014), or the fact that it was 'connected' or 'linked' to another account under the* [Provider's] *aggregation policy.*
>
> *The Complainant Company continued to avail of the* [Provider's] *services and maintained its relationship with the [Provider], while being managed in* [named division], *until such time as the account was transferred back to the* [Provider's] *Business Banking division in September 2014. Indeed, the fact that the Complainant Company was unaware of its inclusion under the* [Provider's] *aggregation policy gives credence as to the absence of any detriment to the Complainant Company".*

It further argues that:

> *"In light of the above submissions, we would be obliged if you can inform us as to the breakdown of the compensation amount of €3,000, across the failings in the case, as if you accept our submissions, we respectfully suggest that this amount ought to be reduced.*
>
> *[…]*
>
> *With respect, we consider the level of redress awarded in the Preliminary Decision to be inconsistent with the facts of this case. While we fully appreciate that every case is considered and adjudicated on its own merits within your Office, the* [Provider] *is concerned that this decision may have far-reaching and broader consequences for the Bank and its stakeholders".*

The Provider seems to have misunderstood my comment in my Preliminary Decision, as it relates to the proposed amount of compensation, that I was conscious that the Complainant company does not appear to have suffered any particular loss or detriment as a result of the Provider's conduct. This was by way of explanation as to why I was only intending to direct €3,000. If the Provider's conduct had resulted in detriment to the Complainant company, I would have directed considerably more in terms of compensation.

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The compensation I am directing is for the considerable inconvenience that the Provider has put the Complainant company through in its efforts to elicit a response as to why the Provider treated its account as it did. I believe the Provider's response shows a considerable lack of understanding of the impact of its conduct on the Complainant company.

For the reasons set out in this Decision, I substantially uphold this complaint and direct the Provider to pay a sum of €3,000 in compensation to the Complainant company.

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) and (f).***

Pursuant to ***Section 60(4) and Section 60 (6)*** of the ***Financial Services and Pensions Ombudsman Act 2017,*** I direct the Respondent Provider to review the transparency of its aggregation policy, and make a compensatory payment to the Complainant company in the sum of €3,000, to an account of the Complainant company's choosing, within a period of 35 days of the nomination of account details by the Complainant company 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

25 January 2021

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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.