



<b><u>Decision Ref:</u></b>	2021-0017
<b><u>Sector:</u></b>	Banking
<b><u>Product / Service:</u></b>	Debit Card
<b><u>Conduct(s) complained of:</u></b>	Disputed transactions Failure to process instructions
<b><u>Outcome:</u></b>	Rejected

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

The complaint relates to a number of payments made by the Complainant using his debit card issued by the Provider, against which this complaint is made, in respect of which he asked the Provider to initiate chargebacks against the payee merchant concerned.

**The Complainants' Case**

The Complainant explains that on or about 9 April 2018, he made the first of a number of payments to a service provider (the "Payee Merchant") which is named in his submissions. He explains that these payments were made with a debit card (Visa Card) issued to him by the Provider. In the documentation furnished by the Complainant, he says that the total amount of the payments in dispute is €6,296.11, as follows:

09 April 2018	€209.11
11 April 2018	€613.48
12 April 2018	€417.98
16 April 2018	€258.57
16 April 2018	€283.96
25 May 2018	€1,803.96
30 May 2018	€915.96
12 June 2018	€1,793.14

In his complaint form and submissions, the Complainant explains that he made the disputed payments to the Payee Merchant using his debit card issued by the Provider. He says that he made the payment for the services he says were advertised by the Payee Merchant, that it would facilitate investment and trading in regulated financial services products.

The Complainant asserts that the services he received were not those described or expected by him. He says that the only service provided to him by the Payee Merchant was a, *"simulated trading account"* which he says was, *"akin to a video game"* and that, as a result, during the summer and autumn of 2018 he asked the Provider to initiate chargebacks against the Payee Merchant as, *"the services I paid for were not received and/or not as described"*.

The Complainant argues that he has furnished the Provider with a timeline, together with details and evidence of how he asserts that he did not receive the services described and expected. He says that he did so in compliance with the 120-day time provision in the Visa Card Rules.

The Complainant contends that the Provider has refused even to initiate the chargebacks he requested, in circumstances where he asserts that the very reasons for his asking for the chargebacks are provided for in the Visa Card Rules, *"on the basis of services being defective/not as described"*. In this assertion the Complainant refers to rules 13.3 and 13.5.

He contends also that the chargeback facility provided for in the Visa Card Rules is designed to permit the recovery of funds from a merchant trader where there is a dispute over the service provided *"via the issuing bank"*. He says that he believes this chargeback facility to be, *"a form of consumer protection from fraudulent activity"*.

While the Provider has sought to defend its decision not to initiate chargebacks, the Complainant disputes the explanation given to him by the Provider for its decision not to initiate the requested chargebacks. He accepts that chargebacks are not permitted where the substance of the dispute as between a cardholder and a merchant relates to 'trading losses', where the merchant is a broker or trading company. He asserts that such is not the case with his complaint and that his dispute is one where he claims that he was not provided with, *"the opportunity to make any real trades or deposits at any point"*.

The complaint is that the Provider has wrongfully declined to process the chargebacks requested by the Complainant and thereby to refund to him the amounts he paid using his debit card to pay the named Payee Merchant, which he calculates as being €6,296.11.

In the Complainant's complaint form, when answering the question of how he would like the Financial Service Provider to put things right, the Complainant stated:

*"I am requesting that my funds be returned in full. If the bank is able and willing to accomplish this via raising disputes against the merchant, that would be great."*

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*I understand that raising a dispute does not guarantee that the funds will ultimately be returned, and I am willing to trust to the dispute (and arbitration) process to recover my funds. If the bank is unwilling or due to their delays, is now unable to raise disputes, I expect the bank to assume liability and refund the transactions in full."*

### **The Provider's Case**

The Provider initially responded to the Complainant's chargeback request on 22 October 2018, stating that the Complainant had not requested the chargebacks until 15 October 2018, outside the 120-day period afforded for such chargeback under the Visa Card Rules.

In its subsequent response dated 28 January 2019, the Provider re-affirms its decision not to initiate the requested chargebacks. In this correspondence, the Provider states it must "*adhere to the strict conditions set out by the Card Scheme, in this case Visa*". It addresses a request by the Complainant that the time permitted be extended as the expected date of the provision of the service was 4 October 2018 and states that, "*the service is considered by Visa to have been received when the merchant received your payment*", and goes on to re-state that, "*the transactions are outside the dispute timeframes*".

The Provider's Final Response Letter was issued on 7th June 2019, re-affirming its prior position and setting out each of the reasons for so doing.

### **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.

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A Preliminary Decision was issued to the parties on 19 October 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 Complainant made a further submission under cover of his e-mail to this Office dated 6 November 2020, together with attachments, a copy of which was transmitted to the Provider for its consideration.

The Provider has not made any further submission.

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

Prior to considering the substance of the complaint, it will be useful to set out certain parts of the terms and conditions of the Complainant's account which were operable at the time of the events the subject of his complaint as well as the Visa Card Rules relied upon by the Complainant:

### **Terms and Conditions of the Account**

#### **SECTION 3 – AUTHORISING TRANSACTIONS**

...

#### ***What about refunds for Transactions you have authorised?***

...

*3.11 To request a refund of a Transaction you have authorised, you must contact us within 8 weeks of the date of the Transaction being debited from your Account. If we are satisfied you are entitled to a refund, we will refund you within 10 Business Days of your request or provide reasons for refusing your refund.*

### **Visa Core Rules and Visa Product and Service Rules**

The Complainant relies on what he describes as the 'Visa Card Rules' These are the 'Visa Core Rules and Visa Product and Service Rules'.

The Complainant relies, at various points, on three of these rules, the first of which is 13.1:

**11.10.2.1 Dispute Condition 13.1: Merchandise/Services Not Received – Dispute Reasons**

An Issuer may initiate a Dispute under Dispute Condition 13.1: Merchandise/Services Not Received for the following reason:

**Table 11-92: Dispute Condition 13.1: Merchandise/Services Not Received – Dispute Reasons**

Dispute Condition 13.1: Merchandise/Services Not Received Dispute Reasons	Country/Region
The Cardholder <sup>1</sup> participated in the Transaction but the Cardholder <sup>1</sup> or an authorized person did not receive the merchandise or services because the Merchant or Prepaid Partner was unwilling or unable to provide the merchandise or services.	All
<sup>1</sup> Or Virtual Account holder	



**11.10.2.3 Dispute Condition 13.1: Merchandise/Services Not Received – Invalid Disputes**

A Dispute is invalid under Dispute Condition 13.1: Merchandise/Services Not Received for any of the following:

**Table 11-94: Dispute Condition 13.1: Merchandise/Services Not Received – Invalid Disputes**

Dispute Condition 13.1: Merchandise/Services Not Received Invalid Disputes	Country/Region
<ul style="list-style-type: none"> <li>• An ATM Cash Disbursement</li> <li>• A Straight Through Processing Transaction</li> <li>• A Transaction in which the Cardholder cancelled the merchandise or service before the expected delivery or service date</li> <li>• A Transaction in which merchandise is being held by the Cardholder's country's customs agency</li> <li>• A Transaction that the Cardholder states is fraudulent</li> <li>• A dispute regarding the quality of merchandise or service provided</li> <li>• A partial Advance Payment<sup>1</sup> Transaction when the remaining balance was not paid and the Merchant is willing and able to provide the merchandise or services</li> <li>• The Cash-Back portion of a Visa Cash-Back Transaction</li> </ul>	<b>All</b>
<ul style="list-style-type: none"> <li>• An Automated Fuel Dispenser Transaction</li> </ul>	<b>All excluding Europe</b>
<p><sup>1</sup> Processed as specified in <i>Section 5.9.10.1, Requirements for Partial Payments, Advance Payments, and Transactions Using Stored Credentials</i></p>	

**Table 11-95: Dispute Condition 13.1: Merchandise/Services Not Received – Dispute Time Limit**

Dispute Condition 13.1: Merchandise/Services Not Received Dispute Time Limit	Country/Region
<p>If applicable, before initiating a Dispute, an Issuer must wait 15 calendar days<sup>1</sup> from either:</p> <ul style="list-style-type: none"> <li>• The Transaction Date, if the date the services were expected or the delivery</li> </ul>	<b>All</b>

Table 11-95: Dispute Condition 13.1: Merchandise/Services Not Received – Dispute Time Limit (continued)

Dispute Condition 13.1: Merchandise/Services Not Received Dispute Time Limit	Country/Region
<p>date for the merchandise is not specified</p> <ul style="list-style-type: none"> <li>The date the Cardholder returned or attempted to return the merchandise, if the merchandise was returned due to late delivery</li> </ul> <p>A Dispute must be processed no later than either:</p> <ul style="list-style-type: none"> <li>120 calendar days from the Transaction Processing Date</li> <li>120 calendar days from the last date that the Cardholder expected to receive the merchandise or services<sup>2</sup></li> </ul>	
<p>If applicable, before initiating a Dispute, an Issuer must either:</p> <ul style="list-style-type: none"> <li>Wait 15 calendar days<sup>1</sup> from either: <ul style="list-style-type: none"> <li>The Transaction Date, if the date the services were expected or the delivery date for the merchandise is not specified</li> <li>The date the Cardholder returned or attempted to return the merchandise, if the merchandise was returned due to late delivery</li> </ul> </li> <li>Effective for Disputes processed on or after 20 April 2020 If the Issuer was required to attempt to obtain reimbursement from a bonding authority/insurance scheme, wait 60 calendar days from the date the claim was submitted to the bonding authority/insurance scheme before initiating a Dispute<sup>1,3,4</sup></li> </ul> <p>A Dispute must be processed no later than any of the following:</p> <ul style="list-style-type: none"> <li>120 calendar days from the Transaction Processing Date</li> <li>120 calendar days from the last date that the Cardholder expected to receive the merchandise or services<sup>2</sup></li> <li>If the Issuer was required to attempt to obtain reimbursement from a bonding authority/insurance scheme, a Dispute must be processed no later than 60 days from the date of the letter or advice from the bonding authority/insurance scheme<sup>2</sup></li> </ul>	Europe
<p><sup>1</sup> This does not apply if the waiting period would cause the Dispute to exceed the Dispute time limit.</p> <p><sup>2</sup> Not to exceed 540 calendar days from the Transaction Processing Date</p> <p><sup>3</sup> Effective for Disputes processed on or after 20 April 2020 The waiting period does not apply if the bond or insurance scheme is insufficient.</p>	

The second rule relied upon by the Complainant is rule 13.3:

An Issuer may initiate a Dispute under Dispute Condition 13.3: Not as Described or Defective Merchandise/Services for the following reasons:

**Table 11-104: Dispute Condition 13.3: Not as Described or Defective Merchandise/Services – Dispute Reasons**

Dispute Condition 13.3: Not as Described or Defective Merchandise/Services Dispute Reasons	Country/Region
<p>One of the following:</p> <ul style="list-style-type: none"> <li>• The merchandise or services did not match what was described on the Transaction Receipt or other record presented at the time of purchase.</li> <li>• The merchandise received by the Cardholder was damaged or defective.</li> <li>• The Cardholder disputes the quality of the merchandise or services received.</li> <li>• For a Dispute where a travel agency using a Visa Commercial Card Virtual Account has a contractual agreement with a Lodging Merchant or Vehicle Rental Merchant that covers the terms for specified services, either:               <ul style="list-style-type: none"> <li>– The Merchant failed to honor the contractual agreement.</li> <li>– The services provided by the Merchant to the Virtual Account holder were not as described in the contractual agreement.</li> </ul> </li> </ul>	<p>All excluding France Domestic</p>

Dispute Condition 13.3: Not as Described or Defective Merchandise/Services Dispute Time Limit	Country/Region
<p>Before initiating a Dispute, the Issuer must wait 15 calendar days<sup>1,2</sup> from the date the Cardholder returned or attempted to return the merchandise or cancelled the services.</p> <p>A Dispute must be processed within either:</p> <ul style="list-style-type: none"> <li>• 120 calendar days of either:               <ul style="list-style-type: none"> <li>– The Transaction Processing Date</li> <li>– The date the Cardholder<sup>3</sup> received the merchandise or services<sup>4</sup></li> </ul> </li> <li>• 60 calendar days of the date the Issuer received the first Cardholder notification of the dispute, if both:<sup>4</sup> <ul style="list-style-type: none"> <li>– There is evidence in the notification of previous ongoing negotiations between the Cardholder and the Merchant to resolve the dispute.</li> <li>– The negotiations occurred within 120 days of the Transaction Processing Date.</li> </ul> </li> </ul>	<p>All</p>
<p><sup>1</sup> This does not apply if the waiting period would cause the Dispute to exceed the Dispute time limit or if the Merchant refuses the cancellation or return.</p> <p><sup>2</sup> The waiting period does not apply to a Dispute where a travel agency using a Visa Commercial Card Virtual Account has a contractual agreement with a Lodging Merchant or Vehicle Rental Merchant that covers the terms for specified services</p> <p><sup>3</sup> Or Virtual Account holders</p> <p><sup>4</sup> Not to exceed 540 calendar days from the Transaction Processing Date</p>	

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The third rule relied upon by the Complainant is rule 13.5:

**Table 11-116: Dispute Condition 13.5: Misrepresentation – Dispute Reasons**

Dispute Condition 13.5: Misrepresentation Dispute Reasons	Country/Region
The Cardholder claims that the terms of sale were misrepresented by the Merchant.	All excluding France Domestic

**Table 11-119: Dispute Condition 13.5: Misrepresentation – Dispute Time Limit**

Dispute Condition 13.5: Misrepresentation Dispute Time Limit	Country/Region
<p>A Dispute must be processed within either:</p> <ul style="list-style-type: none"> <li>• 120 calendar days of either:                             <ul style="list-style-type: none"> <li>– The Transaction Processing Date</li> <li>– The date the Cardholder received the merchandise or services<sup>1</sup></li> </ul> </li> <li>• 60 calendar days of the date the Issuer received the first Cardholder notification of the dispute, if both:<sup>1</sup> <ul style="list-style-type: none"> <li>– There is evidence in the notification of previous ongoing negotiations between the Cardholder and the Merchant to resolve the dispute.</li> <li>– The negotiations occurred within 120 days of the Transaction Processing Date.</li> </ul> </li> </ul>	All
<p><sup>1</sup> The Dispute Processing Date must be no later than 540 calendar days from the Transaction Processing Date.</p>	

## **Analysis**

The Provider has set out a chronology of events including the dates on which certain transactions were completed on the Complainant’s account and the amounts of each transaction. Whilst these details do not fully marry up with the details provided by the Complainant as set out in ‘The Complainant’s Case’ section of this decision, it appears to be common case that the first transaction was completed in April 2018 and the last transaction was completed on 12 June 2018. All relevant transactions to the Merchant Payee were authorised by the Complainant at the time. It is also common case that the Complainant sought to initiate a dispute for the transactions by way of a letter dated 8 October 2018 which the Provider states it received on 15 October 2018.

Insofar as it may become relevant later in this decision, 120 days after 12 June 2018, the last of the transactions, was 10 October 2018, and 8 weeks after 12 June 2018 was 7 August 2018. The date of notice is important. The Provider states it received the Complainant’s letter dated 8 October 2018 on 15 October 2018. The copy supplied in evidence bears a ‘received’ stamp noting that date. The Complainant however, in an email to this office of 24 June 2020, makes a reference to a request to initiate a dispute made in “*Summer and again in Fall of 2018*”- the claim regarding a ‘summer’ notification is not particularised anywhere in the extensive material submitted by the Complainant and, in terms of the first request made, the only evidence furnished to me relates to the letter dated 8 October 2018.

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Section 4 of the Provider's response to this office addresses this matter and clearly asserts that the notice dated 8 October was first received on 15 October; the Complainant has not provided any evidence contradicting this. It is clear from the content of the letter of 8 October 2018 that the Complainant states that he "*recently discovered*" the problems with the Merchant Payee and that he cancelled the account on 4 October 2018. In the circumstances, I accept that notification of a dispute was first made by the Complainant in his letter dated 8 October 2018. I also accept that the letter was received by the Provider on 15 October 2018.

The Complainant relies heavily on what he describes as the 'Visa Card Rules'. These are the 'Visa Core Rules and Visa Product and Service Rules' (hereinafter, the 'Visa Card Rules'). Whilst these rules are of course relevant, they do not constitute the basis of the relationship between the Complainant and the Provider. The terms and conditions of the Complainant's debit card account govern the relationship between the parties, and it will be appropriate to consider these terms and conditions.

The terms and conditions of the Complainant's debit card account, as reproduced above, state that, in order to process a refund request, the account holder "*must contact us within 8 weeks of the date of the Transaction being debited*". The Complainant did not contact the Provider within such a period following any of the transactions. The terms use the word 'must' which renders the requirement mandatory. Accordingly, by reference to the terms and conditions of his account, the Complainant has no entitlement to request a refund. Therefore, in terms of the legal position by reference to the law of contract, the Complainant's grievance lacks foundation.

However, this Office does not simply rely on terms and conditions or legal entitlements so I will now examine conduct of the Provider by reference to a standard of reasonableness and fairness. In light of this, it seems to me to be appropriate for me to consider the Visa Card Rules notwithstanding that they do not form part of the contract between the Complainant and the Provider.

At this point, I should note that the Provider has alleged that the Complainant has altered his letter dated 8 October 2018 insofar as it is stated that the version originally furnished to the Provider (received 15 October) invoked rules 13.3 and 13.5 of the Visa Card Rules whereas versions of the same letter subsequently furnished to the Provider (first received on 14 November 2018 and a further version received on 25 January 2019), and to this office, invoke rule 13.1. Notwithstanding the gravity of this allegation with which the Complainant has failed to engage in any meaningful way, and notwithstanding that multiple different versions of the letter bearing the date 8 October 2018 exist on the file of papers furnished to this office, I am of the view that I can come to a decision in respect of this complaint without resolving this issue.

Rule 13.1 is not available to the Complainant. The rule expressly excludes "*a transaction that the cardholder says is fraudulent*" and such transactions are described as "*Invalid Disputes*" for the purpose of the particular rule.

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The Complainant clearly maintains that the transactions he seeks to reverse were fraudulent. He describes the Merchant Payee as “*deceptive*” and as having “*misrepresented*” itself, and he states that his funds were “*stolen*” and that the Merchant Payee sought to pass this off (to “*illude*” it) as trading losses in what he describes as a “*scam*”. Indeed, the Complainant relies on the Visa Card Rules on the basis that they are meant to be “*a form of consumer protection from fraudulent activity by merchants*”. The Complainant has, in his post Preliminary Decision submission dated **6 November 2020**, provided this office with the “*expert opinion*” of his “*Financial Analyst*”. While the Complainant had made this submission, as he had disagreed with my Preliminary Decision, it appears that his financial analyst’s letter dated **27 October 2020**, reaffirms that the Complainant may have fallen victim to an alleged fraud, as it is submitted by his ‘Financial Analyst that “*it is of my professional opinion, that the funds of [the Complainant] were never loaded into any type of investment, foreign exchange or similar account*”.

In conjunction with his financial analyst’s ‘expert opinion’, the Complainant has submitted to this office the “*expert opinion*” of a named entity. The Complainant describes the entity as “*the best Chargeback Analyst I ever knew as the renowned institution for its massive collective experience in global fund recovery as a recognised claims management company*”.

The named entity concludes at page 2 of its 2 page letter dated **27 October 2020** that after it had conducted its review it believes the Complainant “*was entitled to a chargeback under Dispute condition 13.1, ‘Merchandise/ Service Not Received’ when he submitted the case to [the Provider]*”.

The entity details that in its view of the matter “*the last day of expected services occurred on 3 October 2018, and that is the date when the 120-day clock actually began*” not on the date that the last transaction occurred which was 12 June 2018.

The entity submits that “*until [3 October 2018] the merchant was obliged to provide the requisite service and a real opportunity to trade and invest. Due solely to the deception of the merchant, [the Complainant] did not cancel the service until then*” and therefore in its view “*the last day of expected service occurred on 3 October 2018 [...] thus allowing for chargebacks until February 2019*”.

I do not find the argument of the entity’s submission convincing. I would reiterate that Rule 13.1 is not available to the Complainant. The rule expressly excludes “*a transaction that the cardholder says is fraudulent*” and such transactions are described as “*Invalid Disputes*” for the purpose of the particular rule. I note that the entity actually reinforces my finding that the Complainant fell victim to a fraud as it references the “*the deception of the merchant*”.

Having considered all the evidence and submissions, including the Complainant’s post Preliminary Decision submissions outlined above, it remains my view that the Complainant is not in a position to rely on rule 13.1.

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Rules 13.3 and 13.5 do not have the same flexibility in terms of time limits as those applicable in respect of rule 13.1. Whereas rule 13.1 allows for the time limit of 120 days to begin to run from the transaction processing date or *“the last date that the Cardholder expected to receive the merchandise or services”* (the Complainant relies heavily at various points of his submissions on this *“expected”* date of receipt’ wording), the corresponding provision in rules 13.3 and 13.5 provides as follows:

*A Dispute must be processed within either:*

- *120 calendar days of either:*
  - *The Transaction Processing Date*
  - *The date the Cardholder received the merchandise or services*

The wording here refers to a dispute being ‘processed’ within the time limits. I am satisfied that this requires the notification of the claim for a chargeback (the ‘dispute’) to the banking institution before the expiry of the deadline. This in turn requires that the request for the chargeback is received by the banking institution within that timeframe.

With regard to the alternatives available for the starting point from which the deadline runs (in respect of either rule 13.3 or rule 13.5), the Complainant here claims that he did not receive the services (*“I did not receive the services I paid for”*), meaning that the time period must run from the transaction processing date. Alternatively, the (unsatisfactory) services which *were* received by the Complainant, were received at the time that the payments were made, leading to the same result. (The additional time period potentially available under rule 13.3 is not applicable here in circumstances where the Complainant has not presented any evidence of *“previous ongoing negotiations between the Cardholder and the Merchant to resolve the dispute”*.)

I am not satisfied that the Complainant has established that his request was received within the timeframe required under the Visa Card Rules. On the contrary, the Provider maintains that the request was received 5 days after the timeframe had expired in respect of the most recent transaction. The timeframe had obviously expired earlier in respect of the older transactions.

The Complainant does not appear to take issue with the chronology set out by the Provider, but he claims that he should have benefited from the extended time period available referable to the date he *“expected”* to receive the services- this is effectively an invocation of the ‘dispute time limits’ available under rule 13.1. In making this argument, the Complainant fails to engage with the exclusion in rule 13.1 in respect of fraudulent disputes and/or he fails to appreciate that an extended time limit referable to the date that services were *“expected”* to be received is not available under rules 13.3 and 13.5.

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In summary, the Complainant failed to request a refund within the mandatory timeframe set out in the terms and conditions of his account. Further, the Complainant relies on three of the Visa Card Rules which, in addition to the fact that they do not form part of the contractual relationship between him and the Provider, are not available to him insofar as he is excluded from the first, and out of time in respect of the latter two. Given the foregoing reasoning, it will not be necessary to consider any of the other grounds on which the Provider relies in refusing the chargeback request and in rejecting the Complainant's complaint.

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**

25 January 2021

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.**