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| <u>Decision Ref:</u> | 2021-0047 |
| <u>Sector:</u> | Banking |
| <u>Product / Service:</u> | Repayment Mortgage |
| <u>Conduct(s) complained of:</u> | Arrears handling - Mortgage Arrears Resolution Process Delayed or inadequate communication Level of contact or communications re. Arrears Complaint handling (Consumer Protection Code) Dissatisfaction with customer service Failure to process instructions Maladministration Maladministration (mortgage) |
| <u>Outcome:</u> | Rejected |

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

The Complainants entered a number of mortgage loan agreements with the Provider. The Provider offered the Complainants an alternative repayments arrangement by letter dated **30 July 2013**. It was the Complainants understanding that this arrangement was accepted during a telephone conversation with the Provider on **31 July 2013**. As a result, the Complainants proceeded to make the agreed monthly repayments. However, it is the Provider's position that the arrangement was not entered into because the Complainants failed to provide the required Letter of Authority.

The Complainants' Case

In their Complainant Form, the Complainants refer to a letter of complaint to the Provider dated **28 October 2018** as containing the description of their complaint.

In this letter, the Complainants expressed the view that the Provider's treatment of their loans was "... *inconsistent, unfair, and heavy-handed and has led directly to a period of great distress and turbulence ...*"

The Complainants explain that as their loan accounts fell into arrears, they received a letter from the Provider on **30 July 2013** setting out an offer to pay interest only for a period of 12 months. The Complainants advise that, at the time, they were in France trying to arrange the sale of their French property and did not receive the letter under their return on **22 August 2013**.

Upon their return, the Complainants state they replied to the Provider to confirm their acceptance of the offer and enclosed a cheque for the first payment of the new arrangement.

The Complainants say they also received a telephone call from the Provider on **31 July 2013**, during which the terms of the offer were explained and the Complainants confirmed their acceptance of the offer. The Complainants say they undertook to reply to the letter upon their return and make the first payment.

The Complainants explain they returned the Mortgage Form of Authorisation (**MFA**) on **14 October 2013**. The Complainants acknowledge this was not within the 10 day period specified in the Provider's letter and refer to this as "*... an oversight for which I apologise but as explained, we only received this letter after this period in France and I had been given the impression that I had confirmed my acceptance of your offer*"

Referring to the Provider's letter of **28 November 2013** calling on the Complainants to *pay everything owed*, the Complainants state this came as a *considerable shock* and, contrary to what was said in the letter, they did not receive previous requests or reminders about their failure to meet repayments. The Complainants submit they made the required repayments each month. The Complainants also state they gave the Provider, by way of additional security, a letter of security to lodge the proceeds from the sale of the house in France once the sale was complete. The Complainants explain they did not receive an acknowledgment of this letter. The Complainants say they also notified the Provider that they engaged an estate agent in the summer of **2013** and that they were in the process of trying to sell their family home.

Despite references in the Provider's letter to previous correspondence, the Complainants state it contained no reference "*... to the efforts made on our part to resolve the situation*" The Complainants say they believed they had a further 8 months to resolve the arrears but they "*... now faced the catastrophic possibility of legal proceedings three weeks before Christmas for recovery of the debt and repossession of our family home.*" The Complainants explain "*[r]eceipt of this letter had a devastating effect on both my wife and I leading to, in my case, severe health problems.*"

The Complainants explain they were very fortunate that a long standing family friend assisted them with a loan which allowed them to bring their accounts up to date and make a payment of €19,385.42 across their three accounts. The Complainants advise that they continued to make the revised monthly payments as per the Provider's letter of **30 July 2013** in **January** and **February 2014**.

The Complainants say they then progressed the sale of their family home, “... *this being the only realistic option following on from the Bank failing to adhere to the agreement of July 2013.*” The Complainants state their loan accounts were cleared following the sale of their family home on **29 April 2014** and “[w]e were then homeless.”

Describing their issues with the Provider’s conduct, the Complainants say they were forced to sell their family home in a depressed market and to accept the first bid received rather than holding out for a fairer price.

The Complainants say if the Provider honoured the agreement of **30 July 2013** and given them the opportunity to repatriate the proceeds from the sale of the French property they would have cleared accounts ending 713 and 378, and they would have been in a position to make full repayments on account ending 230. The Complainants submit, in such circumstances, they would not have lost their family home.

The Complainants say they moved into rented accommodation in **April 2014** for €750 per month for the first 36 months and €850 for the final 8 months. The Complainants submit this represented a *wasted* amount of €33,800 over the period of their tenancy. The rent represented 73% and 83% of the repayments on account ending 230 which the Complainants could have paid towards this loan account and retain their family home.

The Provider’s Case

The Provider has set out, over the course of 13 pages, a timeline of events for the period **June 2009** to **April 2014**. The Provider has also set out how it believes it complied with the ***Consumer Protection Code 2012*** and the ***Code of Conduct on Mortgage Arrears***.

The Provider states that a Network Account Manager (**NAM**) contacted the First Complainant by phone on **4 July 2013** to discuss the arrears on the loan accounts. During this call, the First Complainant confirmed that he and the Second Complainant would be in France from **17 July** to **22 August 2013** to prepare their property for sale. The Provider advises that the NAM arranged for a prompt meeting with the Complainants in order to ensure their Standard Financial Statement (**SFS**) and supporting documentation could be submitted for assessment prior to their departure. The Provider advises that the meeting was held on **10 July 2013** but the Complainants did not provide the requisite supporting documentation until **16 July 2013** and the assessment could not be prepared until **22 July 2013**.

Following an assessment of the Complainants’ financial and personal circumstances, the Provider states it offered an alternative repayment arrangement (**ARA**) on each of the loan accounts and MFAs were issued to the Complainants on **30 July 2013**. The Provider explains the ARAs were offered on the condition that the Complainants provide an undertaking in respect of the proceeds from the sale of the French property and a Letter of Authority to enable the Provider to engage with their appointed sales agent for their family home.

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The Provider states these conditions were to be fulfilled prior to the implementation of the ARAs and it states that its records confirm the details of the ARAs and the conditions precedent were discussed with the First Complainant over the phone on **30 July 2013**.

Notwithstanding the fact the MFAs clearly indicated that the documents should be signed and returned within 10 business days, the Provider says it noted the Complainants were abroad. The Provider states its records confirm that during a telephone conversation with the First Complainant on **1 August 2013**, it was acknowledged that the Complainants being in France would cause a delay in the MFAs being returned and requested they be returned as soon as possible with the conditions precedent satisfied, stipulating that the ARAs could not be implemented until such time as these steps were carried out. The Provider says the First Complainant advised that the Complainants would accept the ARAs and conditions, and return the documents upon their return from France.

The Provider states that on **22 August 2013**, the Complainants provided cheque payments to its branch and confirmed that the MFAs would be returned the following Monday. The Provider advises that the MFAs were not subsequently returned and the Provider was required to issue a number of letters between **16 September 2013** and **4 October 2013** seeking the return of the MFAs, advising of potential recovery actions, including legal proceedings where arrears continued to accrue, in the absence of a formal arrangement on the loan accounts.

On **14 October 2013**, the Provider states that one of its agents contacted the First Complainant seeking the return of the MFAs. The Provider advises that it received signed MFAs on **23 October 2013**, two months after the Complainants' return from France. The Provider states the Complainants provided the undertaking in respect of sale proceeds of the French property but the Letter of Authority was not acceptable as the Complainants insisted that no contact be made with the selling agent until **30 July 2014**.

The Provider states that it wrote to the Complainants on **4 November 2013** to confirm that the ARAs would not be implemented as they had failed to provide an unequivocal Letter of Authority and thereby failed to meet the conditions precedent of the ARAs.

Based on these events, the Provider submits it was evident that sufficient time was afforded to the Complainants to return signed MFAs. The Provider also submits it is clear from its letter of **4 November 2013** that the late return of the MFAs was not the reason why the ARAs were not implemented but rather the Complainants' failure to meet the conditions of the offer of forbearance.

Referring to the Complainants' SFS Assessment Form dated **22 July 2013**, the Provider says this clearly states the Complainants had a poor repayment track record as demonstrated by the fact arrears were capitalised in **December 2012** and new arrears in the amount of €7,600 had accrued since that date. The Provider also refers to concerns surrounding the Complainants' short-term debt and their insistence on prioritising repayments of unsecured debt. The Provider observes that the Complainants drew down a new loan in the amount of €12,000 in **April 2013**.

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The Provider submits that the ARAs offered to the Complainants would have been different had the Complainants not stated their intention to sell their properties.

The Provider states that on **1 August 2013**, the First Complainant confirmed that the Complainants were satisfied with the ARAs and the conditions. Hence, the Provider had no reason to believe the MFAs would not be returned or that the Complainants were unhappy with the forbearance offered, including the conditions attaching to the forbearance. The Provider says it was not until **26 November 2013** that the First Complainant indicated that the Complainants were unhappy to sign an unequivocal Letter of Authority. The Provider submits that even after this date, it continued to engage with the Complainants with a view to achieving a mutually agreeable resolution.

On **28 November 2013**, the Provider advises that the Complainants' loan accounts were in arrears and as there was no ARA in place, it issued a *Calling In Debt* letter. The Provider also refers to clause 4(b) of the General Conditions in respect of its entitlement to demand early repayment of the loans the subject of this complaint.

The Provider refers to the Complainants' statement that they cleared the arrears on their loan accounts in full and to payments made to the accounts on **12 December 2013** in response to its letter of **28 November 2013**, stating these payments did not clear the arrears in full.

The Provider states the loan accounts went into further arrears in **January 2014** as the Complainants were unable to make their full contractual monthly repayments.

The Provider states that it *categorically refutes* the contention that it instructed the Complainants to sell their family home. From **2010** onwards, the Provider states the Complainants advised it of their intention to sell the French property and their family home. The Provider states the Complainants sold their family home voluntarily and without instruction to do so from the Provider. The Provider submits there is no contemporaneous evidence to support this.

The Provider refers to a letter from the Complainants dated **24 September 2010** where the Complainants indicated their intention to sell their family home and the French property, and prior to their loans falling into arrears. The Provider submits that the decision to sell the family home was initiated by the Complainants and indicated their intention to sell their family home at various intervals after this.

The Provider also states it rejects the Complainants' contention that they were forced to sell their family home.

The Provider states it was unsuccessful in its efforts to contact the Complainants to seek a resolution between **January** and **February 2014**. On **21 February 2014**, the Provider advises that one of its agents in its Arrears Support Unit (**ASU**) telephoned the Second Complainant and the Second Complainant advised that the family home had been sold and requested redemption figures. The Provider states the Second Complainant advised that the loan accounts would be cleared in 6 to 8 week pending finalisation of the sale.

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The Provider refers to a letter from the Complainants dated **11 March 2014** which thanked the Provider *'for its understanding position regarding [their] situation.'* The Provider submits that at no point in this letter did the Complainants suggest the Provider forced them to sell their family home. The Provider states the Complainants did not assert that it forced them to sell their family home until 4 years after the sale when the Complainants complained to the Provider on **28 October 2018**.

The Provider rejects the Complainants' position that the amount they paid in rent from **April 2014** demonstrated they could afford the repayments on their loans. The Provider notes the rental payments were €750 for the first 36 months and €850 for the final 8 months whereas the Complainants' annuity repayments across their loan accounts were €3,567.58 per month. The Provider also states that the rental payments were less than the payments required under the ARA offered in **July 2013** which totalled €850 per month.

The Provider submits that the Complainants' retained the unencumbered French property which they stated in **January 2014** would be sold by **July 2014**. It further states that had that property been sold, a significant amount of equity would have been available to the Complainants to purchase a new family home.

The Complaints for Adjudication

The complaints are that the Provider:

1. Failed to honour the interest only arrangement dated **30 July 2013**;
2. Forced the Complainants to sell their family home; and
3. Accepted an unreasonable and/or unfair price for the Complainants' family home.

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 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.

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Having reviewed and considered the submissions made by the parties to this complaint, I am satisfied that the submissions and evidence furnished did not disclose a conflict of fact such as would require the holding of an Oral Hearing to resolve any such conflict. I am also satisfied that the submissions and evidence furnished were sufficient to enable a Legally Binding Decision to be made in this complaint without the necessity for holding an Oral Hearing.

A Preliminary Decision was issued to the parties on 3 February 2021, outlining my preliminary determination in relation to the complaint. The parties were advised on that date, that certain limited submissions could then be made within a period of 15 working days, and in the absence of such submissions from either or both of the parties, within that period, a Legally Binding Decision would be issued to the parties, on the same terms as the Preliminary Decision, in order to conclude the matter.

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

The First Complaint

Telephone conversations

A number of telephone conversations took place between the First Complainant and the Provider. However, the Provider has been unable to provide recordings of these conversations.

The Provider's account notes contain the relevant agent's note of each telephone conversation. The account notes contain the following entries in respect of the conversations which took place with the First Complainant on **24 and 30 July 2013** and **1 August 2013**:

"It is a condition of this approval that you provide a Letter of Authority to [the Provider] to negotiate with the selling agent [selling agent] for [the family home]. [The Complainants] to provide an irrevocable undertaking to utilise the net sale proceeds of the property in France ..."

"... I adv him of the following ... It is a condition of the above approval that the customers provide an irrevocable undertaking to reduce/clear [the Provider's] mortgage debt from the net sales proceeds of the property in France."

"... cust adv dealing with ... branch and waiting on MFA cust said he is happy with the decision and will accept it. cust out of the country until 22nd aug ... adv cust needs to get the docs back asap in order to be applied to bank. he said he is aware of this."

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In a submission dated **28 May 2020**, the Complainants expressed their disagreement with certain aspects of the Provider's note of the above conversation. In this submission, the Complainants recount the telephone conversation of **31 July 2013** as follows:

"... I agree that I received one phone call from [agent] on [31 July 2013] advising that the Bank had agreed to grant an interest only payment period up to the end of July 2014. He said that a letter with the conditions was being sent out, which we were to sign and return as an indication of our acceptance. The only terms which he outlined over the phone were the repayment amounts for each of the accounts and that the repayment schedule would last until July 2014. No reference was made to the particularly onerous requirement to give the Bank a letter authorising them to deal directly with the estate agent ...

Our initial relief at the offer which we understood the Bank had made on 31 July was replaced by despair when we did finally learn of the attached conditions"

The Complainants also dispute receiving a phone call on **1 August 2013**:

"... I did not receive a call from the ASU Department on 1 August and I did not receive an explanation of the conditions attaching to the Provider's ASA offer. ..."

The Mortgage Form of Authorisation

The Provider issued a Mortgage Form of Authorisation to the Complainants in respect of each of the three loan accounts the subject of this complaint dated **30 July 2013**. The MFAs offered reduced repayments of €200, €250 and €400 across each of the Complainants' loan. In the *Acknowledgement and Agreement* section of the MFAs, it states that:

"Please read this Form very carefully before you sign it. We strongly recommend you get independent legal and/or financial advice about it. Where more than one borrower is named above (a) all borrowers must sign this Form ...

I acknowledge that this Form will amend the terms and conditions that apply to the Loan I acknowledge this Form is an application by me and does not come into force until the Lender accepts the Form in writing. The Lender is not obliged to accept this Form. ..."

Each of the MFAs contain the following *Special Conditions*:

"Special Conditions
from August 2013 payment

It is a condition of this approval that you provide a Letter of Authority to [the Provider] to negotiate directly with the selling agent [selling agent] for the [family home]

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[The Complainants] to provide an irrevocable undertaking to utilise the net sale proceeds of the property in France to clear/reduce their [Provider] mortgages ...”

The MFAs were signed by the Complainants and dated **14 October 2013**.

The Complainants wrote to the Provider on **22 August 2013** advising that:

“... As I explained we would not be home until today as we were in France trying to arrange for the sale of our house over there as part of our plan to address our current mortgage arrears position.

On our return today we have received the letters which the Bank sent outlining the option that we are being offered in relation to paying interest only for the next 12 months.

In this regard we enclose cheque for €850 ...

Over this weekend we will complete the documentation which you sent to us and get it to you on Monday. ...”

On **29 August 2013**, the Provider wrote to the Complainants in respect of the MFAs advising that the loan accounts and repayments amount could not be amended until signed MFAs were received.

Following a number of arrears letters, the Provider issued a *Legal Proceedings Threat Letter* to the Complainants on **4 October 2013** advising that:

“The arrears above remain outstanding on your account despite our attempts to agree an alternative repayment arrangement with you.

Please contact us immediately, or you will leave us no option but to place your account in the hands of our Solicitors to initiate Possession Proceedings. ...”

It appears from the Provider’s account notes that the Provider spoke with the First Complainant on **11 October 2013** where the First Complainant advised he would return the MFAs to the Provider’s local branch.

By letter dated **14 October 2013**, the Complainants wrote to the Provider stating:

“... We apologise for the delay in replying.

We now enclose a Mortgage Form of Authorisation as required for each of the accounts.

...

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We also enclose an irrevocable letter of undertaking to use the proceeds from the sale of the house in France ...

We enclose a letter authorising [the Provider] to negotiate with [the selling agent] regarding the sale of [the family home]. ...”

The enclosed Letter of Authority stated:

“As specified in the Special Conditions in your letters of 30th July last we hereby authorise you to negotiate directly with [the selling agent] regarding the sale of our family home at [address].

As the reduced repayment period does not end until 30th July 2014 this authorisation will not come onto (sic) effect until that date.

We are confident that it will not be necessary to activate this authorisation as the indications are that the house in France will be sold by that date.”

In response to the Complainants’ letter, in particular the Letter of Authority, the Provider wrote to the Complainants on **4 November 2013** advising that:

“... We received the signed Mortgage Forms of Authorisation for the above accounts, however, we cannot put the forbearance in place as the one (sic) of the special conditions has not been met. The Letter of Authority (LOA) for the above accounts does not come into effect until 2014 therefore this LOA cannot be accepted. Please forward a new LOA giving [the Provider] authority to negotiate directly with the selling agent for the sale of [the family home]. ...”

Analysis

Having considered the evidence, I am not satisfied that the MFAs were capable of acceptance during the telephone conversations with the First Complainant in **July** and **August 2013**.

The loans the subject of this complainant are joint loans. As such, both Complainants were required to accept the MFAs. There is no evidence that the Second Complainant spoke to any of the Provider’s agents in **July** or **August 2013** to confirm her acceptance of the MFAs.

The MFAs were also subject to the Complainants providing an undertaking in respect of the proceeds of the sale of the French property and a Letter of Authority. These were to be provided before the MFAs became effective and were not capable of being provided in the course of the telephone conversations.

Further to this, I am not satisfied that an alternative arrangement was entered by the parties on foot of the MFAs.

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The MFAs were required to be signed by the Complainants and accepted by the Provider in writing. While the Complainants signed the MFA, the Provider did not acknowledge its acceptance in writing. Furthermore, I do not accept that payment of the amounts stipulated in the MFAs in **August 2013** meant the MFAs were effective and binding on the parties, particularly as the Complainants had yet to sign the MFAs, provide the required undertaking or Letter of Authority which was not done until **October 2013**. Moreover, the Provider's correspondence of **29 August 2013** and **4 October 2013**, clearly demonstrates that the terms contained in the MFAs had not been accepted.

The Complainants signed the MFAs in **October 2013** and provided an undertaking and a Letter of Authority. The Provider wrote to the Complainants on **4 November 2013** advising that the Letter of Authority was insufficient as it did not become effective until **July 2014**. This letter also made clear that the MFAs would not be accepted until an unqualified Letter of Authority was provided.

Having considered the special conditions of the MFAs and the requirement for a Letter of Authority, I accept that the Provider was entitled to refuse to accept or implement the MFAs until such time as the Complainants provided the requested Letter of Authority.

The language of the Letter of Authority shows that the Complainants did not want the Provider to engage with a selling agent in respect of their family home until **July 2014**. The Complainants' reluctance in this regard is further evidenced from the account notes in respect of two telephone conversations which took place with the First Complainant on **12 and 25 November 2013**:

"... cust adv he had received ltr regarding amending LOA to auctioneers. ... Cust became irate and said LOA would be rtn. ..."

"[The First Complainant] adv he will not rtn LOA for [selling agent] relating to sale of [family home] and he will be seeking legal advice regarding this, he believes he is signing authority to the Bank to sell the prop without their consent. ..."

The provision of a Letter of Authority was an express requirement of the MFAs. I accept that the Complainants were aware of this following the conversations with the Provider in **July and August 2013** (which I accept took place) and from the MFAs themselves. There is also no evidence of the Complainants querying the requirement for the Letter of Authority prior to signing the MFAs. However, the Letter of Authority provided sought to constrain the Provider's ability to contact the selling agent in respect of the Complainants' family home and, despite the Provider's request for an unqualified Letter of Authority, the Complainants did not provide one.

Accordingly, the evidence does not support the assertion that the Provider failed to honour the interest only arrangement dated **30 July 2013**.

The Second and Third Complaints

The First Complainant wrote to the Provider by letter dated **24 September 2010** as follows:

"... Our intention is to sell either our family home of (sic) the French house ...

Proposals for ultimate clearance of the above borrowings:

Sell either of the houses as indicated above. As you are only too well aware the Irish housing market is still in distress and to try to sell before next summer would be unadvisable. ..."

In the *Additional notes to the Standard Financial Statement* dated **7 July 2013**, the Complainants state that:

"Note 4. The property in France ... will be put on the market by us when we get over there on the 18th of this month. ...

Note 5. As already advised to the Bank our principal residence [address] is currently for sale. Initially there was considerable interest and many viewings, however this has trailed off and we are not optimistic for a quick sale ..."

The Provider wrote to the Complainants on **28 November 2013** demanding repayment of the loans, stating that:

"Despite previous correspondence you have failed to meet the instalment repayments due on your mortgage account(s), as detailed above. We have sent you previous requests and reminders about this and we have made every reasonable effort to agree an alternative arrangement with you to repay your mortgage(s), without success.

We now call on you to pay everything you owe under these mortgage loan(s) within 10 business days ...

Warning: *If you do not pay us what you owe us under the above mortgage loan(s) within 10 business days ... we can start legal proceedings against you to enforce our rights, including, but not limited to, proceedings for repossession of the mortgaged property"*

The Provider's account notes contain the following entry in respect of a telephone conversation with took place with the First Complainant on **6 January 2014**:

"... cust advised is seeking legal advice re sale of [family home] and has meeting arranged for next week. ... Cust is unwilling to send LOA for [selling agent] until meeting with solicitor as feels [the Provider] could force sale at much less than property value and leave a shortfall owing. ..."

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The account notes indicate that during a telephone conversation with the Second Complainant on **19 February 2019**, the Second Complainant informed the Provider that the family home had been sold.

By letter dated **11 March 2014**, the Complainants wrote to the Provider as follows:

"... We wish to thank the Bank for its understanding position regarding our situation.

We would like to ask if it would be at all possible to defer the payment of a/c [ending 378] until our house in France had been sold. The reason for this request is that the surplus arising from the sale of our family home would not be sufficient to buy a new smaller house if we were to clear the Bank in full as had been our intention.

We have given an irrevocable letter of undertaking to The Bank to lodge the proceeds of the French sale, this undertaking would remain in place.

We have identified a house which we are keen to buy out and would of course give The Bank a charge on the title deeds as security until the proceeds of France are available. ..."

Analysis

The Complainants maintain that the Provider forced them to sell their family home. However, I have not been provided with any evidence to support this position. As can be seen, from as early as **September 2010**, the Complainants indicated an intention to sell their family home. The Complainants also confirmed in the **July 2013 SFS** that the family home was listed for sale. Further to this, the account notes indicate that the Second Complainant telephoned the Provider in **February 2013** to advise that the family home had been sold.

There is no evidence to show that the Provider instructed, demanded or required that the Complainants sell their family home. The evidence shows the sale of the family home was the Complainants' decision and the sale of this property was conducted entirely by the Complainants with no involvement from the Provider.

The Provider appears to have been unaware that the family home had been sold and there is also no evidence to show that the Provider in anyway influenced or determined the selling price or the amount accepted for the family home. Further to this, as an unqualified Letter of Authority had not been provided, it is not clear how the Provider could have been involved in the sales process.

Therefore, I cannot accept that the Provider forced the Complainants to sell their family home or that the Provider caused the Complainants to accept an unreasonable or unfair price for their home.

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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

24 February 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.