An tOmbudsman Seirbhísí Airgeadais agus Pinsean
Financial Services and Pensions Ombudsman

Decision Ref:	2021-0086
Sector:	Banking
Product / Service:	Repayment Mortgage
Conduct(s) complained of:	Arrears handling (non- Mortgage Arears Resolution Process) Delayed or inadequate communication Dissatisfaction with customer service
Outcome:	Upheld

LEGALLY BINDING DECISION OF THE FINANCIAL SERVICES AND PENSIONS OMBUDSMAN

The Complainants' complaint arises from the level of service they received in their attempts to reach an alternative repayment arrangement for their mortgage loan.

The Complainants' Case

The Complainants hold a mortgage loan account with the Provider. They had entered into an alternative repayment arrangement (ARA) for their mortgage on what was their primary residence in Ireland, prior to relocating abroad. A five year ARA was due to expire in **February 2019**. The Complainants received correspondence dated **16 November 2018** notifying them that their current ARA was due to expire.

The Complainants contacted the Provider and they say that they spent a lot of time and effort communicating with it, to agree another ARA. The Complainants submit that the Provider failed to respond to numerous communications they sent to it, regarding proposals for further ARAs.

The Complainants say that they were ultimately told by the Provider that another ARA would be put in place. The say they completed a standard financial statement (SFS) twice, because of system issues which resulted in their having to re-submit information. The Complainants submit that the Provider never responded and failed to communicate or to provide with them an outcome, regarding their application for an ARA.

The Complainants say that they made a formal complaint after they became aware, during a call with the Provider's representative, that their application for an ARA had been rejected, that their application had been entered incorrectly onto the Provider's system, and that there were in fact 2 systems, only one of which contained their information.

The Complainants note that each month after an ARA ought to have been implemented, the full repayment continued to be called for from their account and this has resulted in charges being applied for failed direct debits.

The Complainants say that the Provider's conduct has caused them stress, inconvenience and anxiety. They submit that they decided to sell the house as a result of this experience. They say they have spent over 30 hours on phone calls to the Provider and sent numerous emails and letters. They say that following the 40 days extended to the Provider to address their complaint, the Provider had still not provided a substantive response. The Complainants note that during a phone call with the Provider, they were told that its complaints department did not deal with complaints until the end of the 40 day window was approaching.

The Complainants submit that the Provider repeatedly failed to meet its own deadlines for responding to or following up with complaints.

The Provider's Case

The Provider's position, in its Final Response Letter dated **25 April 2019**, is that having reviewed the timeline of events on the Complainants' account, their proposal for a 6 month arrangement to pay interest only at €542.52 per month, was sent for review along with their SFS on **29 January 2019**.

However, the Provider says that the Complainants were assessed as meeting the affordability criteria to pay the full monthly repayments and accordingly, it sought to inform them of that decision. The Provider states that according to its notes, the agent dialled an incorrect number when attempting to make contact. The Provider apologised for the ensuing delay in informing the Complainants as to the status of their application.

The Provider agrees that the process of coming to a decision was slightly delayed (for one month). However, after an arrears adjustment of €891.82, the Complainants' account had already been remediated for that one month's delay and the account was returned to the position it would have been in, had it not been for that delay.

The Provider states that the Complainants' proposal was initially agreed with its resolution assessment team when completing the SFS, but needed to be approved by underwriters before it could be implemented. In the circumstances, the Provider contends that the Complainants' ARA had not in fact been approved.

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The Provider has offered the Complainants €250 for any inconvenience or distress that may have been caused and €50 for the time taken to resolve the complaint as well as any costs that may have been incurred in progressing it.

The Complaint for Adjudication

The complaint is that the Provider failed to adequately engage with the Complainants in respect of their request for an Alternative Repayment Arrangement in early 2019.

Decision

During the investigation of this complaint by this Office, the Provider was requested to supply its written response to the complaint and to supply all relevant documents and information. The Provider responded in writing to the complaint and supplied a number of items in evidence. The Complainant was given the opportunity to see the Provider's response and the evidence supplied by the Provider. A full exchange of documentation and evidence took place between the parties.

In arriving at my Legally Binding Decision I have carefully considered the evidence and submissions put forward by the parties to the complaint.

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

A Preliminary Decision was issued to the parties on **15 March 2021**, outlining the preliminary determination of this office 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, the final determination of this office is set out below.

This office can investigate the compliance by the Provider with the Code of Conduct on Mortgage Arrears (CCMA). However, it will not investigate the details of any re-negotiation of the commercial terms of a mortgage loan which is a matter between the lender and borrower and falls within the commercial discretion of the lender.

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The Complainants held a mortgage with the Provider. On **16 November 2018** the Provider issued correspondence to the Complainants advising them that their then current alternative repayment arrangement (ARA) was due to expire on 10 January 2019. It advised them to contact the Provider in the event they were not in a position to return to full monthly repayments.

On **30 November 2018** the First Complainant telephoned the Provider and enquired about availing of another ARA. The Complainant explained that they were not in a position to make the full repayments and that the rental income (which they could not increase due to restrictions in Ireland on doing so) would not come close to meeting the full repayments. It was explained that they were "accidental landlords" and they had lived abroad for the last 13 years. It was explained to the Complainant that a standard financial statement (SFS) was required, and a consultation would be arranged on the basis of its contents. The Complainant was advised of the nature of the documentation and information that would be required. The Complainant noted that post can sometimes be delayed and stated that their ideal scenario would in fact be, that they would sell the property.

The Complainants sent the requested documentation to the Provider. The First Complainant followed up with the Provider on **3 January 2019**. During the initial security check, the Complainant noted that a telephone number that the Provider held on file (ending xxx) was no longer a number that they could be contacted on. The Provider's agent agreed to remove that number from the file. The Complainant wanted to confirm that all of the requisite documentation had indeed been received by the Provider, and she was advised that the documentation had been received. An appointment was made for the following day to go through the SFS (it was noted that due to the time difference between Ireland and the Complainants' location, there were only certain times that would be suitable).

On **4 January 2019** the Provider's agent (Ms. M.) and the First Complainant went through the SFS. This was a lengthy call of over one hour, during which the Provider's agent brought the First Complainant through the details in the SFS. It was again confirmed that the Complainants' long term intention for this account was to sell the property, after the tenants had been given the requisite notice period. Having taken down the Complainants' income/expenditure details, Ms. M. stated that her recommendation would be for a term extension or an interest only agreement, in order for the Complainants to be given time to sell the property and to redeem the loan. Ms. M. was not able to finalise the form due to an IT issue at her end, and so she told the Complainants that she would complete the form, forward her recommendation to underwriters, and call back to inform the Complainants of the decision.

At this point the evidence shows that Ms. M. made it clear that her recommendation would be subject to the approval of underwriters. Having said that, I can fully understand how after the telephone call, the Complainants may have taken some comfort and assumed that the ARA recommendation was more or less a "done deal".

The Complainants emailed Ms. M. on **9 January 2019** and **10 January 2019** looking for an update.

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On **14 January 2019** the First Complainant rang the Provider looking to speak with Ms. M. She explained that she had not heard anything back and the ARA that they were on, had expired on 10 January 2019. It was confirmed that the Complainants' plan was to sell the property. The Complainant explained that they had to give the tenants notice. The Complainant was asked what steps had been taken to progress the sale of the house and was told that the Provider needed to be shown that progress had been made.
This was something of a bolt from the blue to the Complainant, as it seems that up to that point, she had been under the impression that a new ARA would be agreed without much difficulty. It appears that the Provider's agent made an assumption about how far along in the ARA negotiation process the Complainants were. The Complainant was asked what the rental income from the property was. At this point the Complainant became frustrated. She stated that she was not going to go through all of this again (a reference to her having completed an SFS at length by telephone 10 days earlier and having spent an hour discussing this with Ms. M.) and that she now felt harassed by the Provider.

At this point, the Complainant asked to speak with a manager. Initially the Provider's agent told her that she did not need to speak with a manager, but ultimately the Complainant was transferred to a manager. I note that the Provider's agent who took over the call defused the situation, as it was clear that the Complainant had become upset. The Complainant stated that they had "started the process of getting in touch with" an estate agent that she would love to sell the house "tomorrow" but that it would not be possible due to the laws in Ireland. She explained that realistically they probably needed one year in order to get the house sold. She noted that they had never been in arrears on their mortgage.

The Complainant was told that Ms. M. would telephone her that day. Then she was told Ms. M. would call her tomorrow. She was told that a letter had issued noting that the ARA had expired and full repayments (c.€1300) were now to be made on the mortgage account starting on 10 February 2019. Later that day Ms M. spoke to the Complainants to advise that there was an IT issue that was delaying the updating of their financials, into the system.

Over the next week or so, the Complainants and Ms. M. spoke on a number of occasions, but as of **23 January 2019** there was no confirmed ARA in place. On **28 January 2019** the Complainants received a letter from the Provider advising them that full monthly mortgage repayments (€1,391.82) were due to recommence on 10 February 2019. The Complainants called Ms. M. that day and were advised not to worry, that an interest only ARA was with the underwriters for approval. The Complainants were reassured that all would be resolved in time for 10 February 2019.

On **10 February 2019** a direct debit for the full repayment of €1,391.82 was applied for by the Provider from the Complainants' account, which was ultimately returned unpaid. Later in the month (on 27 February 2019) an interest only arrangement for February was backdated to this date.

The following week, the Complainants exchanged emails with Ms. M. but received no clarification and no phone call from her (despite assuring the Complainants that she would call). The Complainants left voice messages for Ms. M. asking that she call them back urgently. On **18 February 2019**, the First Complainant made contact with the Provider by

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telephone, and spoke to Mr. R. He confirmed that an interest only arrangement had been recommended, but no notes had been added to the account since 29 January 2019. He advised that a step had apparently been missed in the process. The Complainants confirmed that no offer of an ARA had been received by them. The Provider's agent assured the Complainants that they would receive a call by close of business that day, but no such call was received by the Complainants.
On **20 February 2019** the Complainants emailed Ms. M. seeking the name of her manager, and again later that day seeking a conference call. Ms. M, recorded 2 unsuccessful attempts to telephone the Complainants. The account notes reflect that Ms. M. tried a valid phone number on these occasions.

The **21 February 2019** notes on the Complainants' account reflect an attempt by Ms. M. to contact the Complainants using the wrong number (ending xxx).

On **22 February 2019**, the First Complainant telephoned the Provider. During security questions, the Complainant confirmed that telephone number ending in 2717 was her number. At this point, this number should not still have been on the Complainants' record as the Provider had been advised on 3 January 2019 that it was no longer a valid number. Although it would have been preferable for the Complainant to have taken this opportunity to remind the Provider that the xxx number was wrong, it is somewhat understandable that she simply wanted to get through security questions and have her query handled.

The Complainant was told that arrears were showing on the account for a missed direct debit on 10 February 2019. The Complainant noted that she had spoken to a Mr. R. on 18 February 2019 who she had found helpful, and who had explained to her that, from what he could see, an interest only arrangement for 6 months had been agreed, but no confirmation had issued to the Complainants, and that it seemed to him that a step in the process had been missed. The Complainant reiterated that their intention was to sell the property. The Complainant was told that the system notes showed that Ms. M. had attempted to call her on a number of occasions. The Complainant was sceptical of this, noting that she had sat by the phone waiting for calls which had not materialised. The issue had at this point become extremely urgent for the Complainants, as another repayment was due in March and they could not get clarity about the status of their application for an ARA.

On **25 February 2019** the Complainant rang the Provider, and had still not received a promised call back from Ms. M. The Complainant confirmed her telephone number as ending yyy. Initially during this call, the Complainant was told their account was "up to date". However, it was later confirmed that this was simply because a direct debit, for the full repayment, had not yet been returned unpaid.

The Complainant had to tell her story again to another telephone agent. She explained that on 28 January 2019 she was told that a letter she received looking for full repayments was a mistake, and not to worry about it, that an interest only arrangement was being assessed or would be approved. She explained that Mr. R. had assured her that whatever arrangement was put in place would be backdated. However, she was frustrated that she still had not received telephone calls as promised, and had no confirmation that an ARA was in place.

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The Complainant was told that the account notes showed various unsuccessful attempts to make contact by telephone. She was told that it would be necessary to arrange another appointment to take details for an SFS. The Complainant did not understand why this was necessary (having completed an SFS some 6 weeks previously).
The Complainant agreed to an appointment the following day, even agreeing to one at 4am at her location, on the basis that she just wanted to get this issue resolved. Ultimately, a call was scheduled for a few hours later. Two contact numbers were confirmed for the Complainants, neither of which were the number ending xxx. The Complainant was again told that the Provider had been trying to call her, and the Complainant was again sceptical of this.

The following day, **26 February 2019**, a telephone agent of the Provider called the Complainants, and both Complainants participated in the call. The Provider's agent explained that she was calling to complete an SFS for the Complainants, and that the original SFS had been "withdrawn". The Complainants were, understandably, upset by this and they did not want to fill out an SFS again.

The Complainants were told that their case was now in the "resolutions assessment team" – a different department from where Ms. M. was based. The Provider's agent was able to assist in filling in some gaps for the Complainants. It was confirmed that the underwriters had "deferred" (rejected) the ARA proposal that Ms. M. had recommended, and this had occurred some 2 weeks earlier on **13 February 2019**. This gave rise to understandable frustration on the part of the Complainants, as this was the first they had heard of their ARA proposal being rejected.

The Provider's agent explained that, from what she could see, it appeared that the ARA proposal had been rejected by the underwriters because they had decided, on the basis of the income/expenditure, that the Complainants had capacity to make the full repayments. The Provider's agent explained that the complaints department could give them the answers they were looking for, but her job was simply to fill out an SFS. She explained that only the complaints department could bring up all of the notes across all of the systems in order to see everything that had happened on this account.

The Complainants were frustrated. At various points they accused the Provider's agent and its other agents of lying and at times the conversation becomes fraught. The Provider's agent was able to see that the Provider's other agents had sometimes attempted to contact the Complainants using the number ending xxx. This goes some way to explaining why the Provider's account notes showed unsuccessful attempts to make contact, while the Complainants' phone did not ring.

There followed a discussion about the original SFS, and how the repayments could have been assessed as affordable when the Complainants were adamant that they could not make them. A lender is of course entitled to apply its own reasonable benchmarks to expenditure and short term debt etc, and there is no evidence that the SFS relied upon contained figures that did not correspond to the figures given by the Complainants to the Provider, during the call on 3 January 2019.

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The main issue arising is that the decision to decline the ARA, was not communicated to the Complainants until this phone call – and even this was only due to the diligence of the Provider's telephone agent in trying to assist the Complainants to the best of her ability, during a call which lasted nearly 80 minutes.
At the end of this call, the Provider's agent told the Complainants that she would:-

(1) try to locate a copy of the SFS submitted and send it to them

(2) put a temporary arrangement in place of interest only, for the upcoming 10 March 2019 repayment

(3) submit a request for the same to be applied to the 10 February 2019 repayment

(4) remove the xxx telephone number from the Complainants' notes and

(5) either she herself would call or she could ensure that another agent would call the Complainants to confirm the temporary arrangement, within the next day or two.

It is disappointing that this promised phone call did not materialise. Furthermore, the temporary arrangement that the Provider's agent put in place was for the February repayment to be amended and backdated to reflect an interest only repayment, but the upcoming 10 March 2019 repayment was not affected. Moreover, on **2 March 2019** the Provider issued a letter to the Complainants confirming a "temporary repayment arrangement" of €1,391.82 – the full repayment amount.

On **4 March 2019** the Provider's arrears support unit contacted the Complainants seeking payment of €500 as per the updated arrangement for the 10 February 2019 repayment.

At this stage the relationship between the Complainants and the Provider had more or less broken down. Although dozens of telephone calls took place from this point until a Final Response Letter was issued on **25 April 2019**, no meaningful progress was made one way or the other. The Complainants wanted answers to what had gone wrong between January and March, and the Provider said that it could not progress a new ARA application, without a new SFS.

In the event, I note that the Complainants managed to sell the property that summer, and the mortgage was redeemed in full on **2 July 2019**.

As has been set out above, I am satisfied that the Provider noted the correct information as per the First Complainant's instructions in order to fill out the SFS on 3 January 2019. There are no grounds for me to find that the Provider reneged on an offer for an ARA – it was made abundantly clear that any ARA proposal being recommended by the Provider's agent, would still have to be approved by underwriters.

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I also accept that the Provider is entitled to assess the suitability of an application for an ARA in accordance with reasonable benchmarking that it sets within in its own commercial discretion. No grounds exist in this matter which would justify me interfering with that discretion, and in any event the account is now closed**.**

I note that from March 2019 onwards, no real progress was made. The Complainants made clear their refusal to go through the ordeal of completing another SFS, having done so at length with Ms. M. on 4 January. With the sale of the property progressing at that stage however, I note that any new ARA would only have been applied for a limited number of months.

I am however, satisfied that what happened between 3 January 2019 and March 2019 and indeed up to the complaint being submitted to this office, represented a failure by the Provider to properly manage the Complainants' account to an acceptable standard of customer service, owing to a combination of the following failures on the part of the Provider.

Having completed the SFS over the telephone on 4 January 2019, a decision was not made until 13 February 2019. No satisfactory explanation has been put forward to explain this delay. If an arrangement had been agreed, it would have been backdated, but in the context of this account, it was not satisfactory for two repayment dates to pass between the SFS being completed and the decision being made.

When underwriters eventually did make the decision not to approve the ARA, the Provider then failed to inform the Complainants of that decision. I will address the telephone number issue below, but even allowing for the inability to contact the Complainants by telephone, the Provider has not been able to evidence any written notification of that decision issuing to the Complainants. After they found out about the decision not to offer an ARA, the Complainants requested to see the SFS that had been filled out on foot of the 4 January telephone call, but did not in fact receive this document until responses to this Office were supplied. No explanation has been offered for this delay.

I am satisfied that the foregoing matters constitute breaches of sections 32 and 35 of the Code of Conduct on Mortgage Arrears (CCMA) which require:

> *"32. The lender must pass the completed standard financial statement to its ASU immediately on receipt and provide a copy of the standard financial statement to the borrower."*

> *"35. A completed standard financial statement must be assessed in a timely manner by the lender's ASU."*

During the telephone calls from mid-January until March 2019 the Complainants were constantly provided with conflicting (and often inaccurate) information regarding the status of their account and their application for an ARA.

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I do not accept that the Provider's staff were wilfully misleading the Complainants. In fact it is evident in this case that, due to the limitations of the account notes systems that the Provider had in place, the inability of telephone agents to decipher notes that had been placed on the account by other agents and, in particular, the fact that agents in different departments appear to have had access to different information, it was simply not possible for the agents to provide correct and consistent information during every telephone call. The evidence shows that many agents of the Provider made genuine attempts to help the Complainants during lengthy telephone calls. It must surely have been almost as frustrating for these staff members, as it was for the Complainants, that they did not always have access to accurate information.

No one single person appears to have been in charge of this application or complaint. Although Ms. M. was a de facto point of contact during January and February 2019, this was of no assistance to the Complainants in circumstances where the Complainants and Ms. M. were unable to make contact with each other (primarily due to the fact that Ms. M. was using the wrong contact number).

On 3 January 2019 the Complainants had confirmed that telephone number ending xxx was an old number that they could not be contacted on, and the telephone agent confirmed that this number would be removed from the system. This did not however happen, and led to the Provider's agent making numerous unsuccessful attempts to contact the Complainants over the next couple of months, during a time when the Complainants were desperate for updates from her.

Although the Complainants did confirm this number ending xxx in a security question on 22 February 2019, I do not believe that this relieves the Provider of responsibility for failing to have removed it from the file on 3 January 2019. By 22 February 2019 the Provider's agent had already attempted to call this number on numerous occasions, and the fact is that the number should simply not have been on the file at all, after 3 January 2019.

The Provider's agents regularly promised call backs that the Complainants did not receive. The account notes reflect that this was due to combination of keeping the wrong contact number on the file after 3 January 2019 and simply not making the calls, as promised.

When an agent of the Provider was finally in a position to shed some light on matters during a call of 26 February 2019, that agent then advised the Complainant that she would apply a temporary ARA such that the 10 March 2019 repayment would be interest only and that she would call back to confirm the temporary ARA that was being agreed. No call back was received by the Complainants, and the temporary ARA that was applied, was applied retrospectively to the February repayment only rather than also to the March one. Furthermore, a letter dated 2 March 2019 that apparently issued to the Complainants arising out of this temporary ARA contained incorrect information – advising that a temporary ARA had been agreed yet describing repayments at the full level of c. €1300.

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The foregoing matters constitute a serious falling short of the level of acceptable customer service and, taken together in my opinion, they constitute a serious breach of one of the most fundamental provisions of the Consumer Protection Code (CPC) – 2.2, which requires that a lender:

> *"acts with due skill, care and diligence in the best interests of its customers."*

The Complainants' intention from the outset of this issue was to sell the property and clear the debt. They had emigrated some years ago and the rental income was not sufficient to meet the full mortgage repayments. The Complainants were what is often referred to in the media as "accidental landlords". This was confirmed in multiple phone calls. The contention that the conduct of the Provider somehow forced them to sell the property is not in my opinion, sustainable.

The Provider's multiple failures did, however in my opinion, make the process much more difficult for the Complainants. It is to the Complainants' credit that they managed to complete a sale and have the mortgage redeemed as expediently as they ultimately did. Even then, the Provider's errors continued as it applied for direct debits for loan repayments that were no longer due.

What ought to have been a relatively straightforward process – completing an SFS by telephone, verifying documentation, considering the application, and communicating the decision to the Complainants was, on the basis of the evidence available, completely mismanaged by the Provider. Although this did not involve the sale or repossession of a family home, the Complainants were nonetheless put to serious inconvenience and unnecessary stress due to a multiplicity of failures by the Provider.

In its Final Response Letter of 25 April 2019, the Provider offered €250 as a goodwill gesture. In its response to this Office in May 2020, the Provider increased this offer to €3,000 which, whilst more generous, nevertheless in my opinion falls short of what is appropriate, taking account of the extent of the inconvenience visited upon the Complainants and the gravity and number of failures in customer service exhibited by the Provider in this complaint.

Accordingly, I consider it appropriate to uphold this complaint and to direct the Provider to make a compensatory payment to the Complainants in the sum of €4,500. I also consider it appropriate to direct the Provider to rectify the conduct complained of by ensuring that any indicators filed with the Irish Credit Bureau or the Central Credit Register, disclose no arrears on the Complainants' account in the period between January 2019 and July 2019, when the account was redeemed.

I would suggest that the Provider consider the difficulties which were caused to the Complainants in this matter and indeed the difficulties which were caused to its own staff members owing to the various system issues, so that it can explore whether there are simple solutions which may be implemented, which could avoid such situations occurring again and so as to enable its staff members to gain access to accurate information when dealing with such issues.

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Conclusion

- My Decision pursuant to ***Section 60(1)*** of the ***Financial Services and Pensions Ombudsman Act 2017***, is that this complaint is upheld on the grounds prescribed in ***Section 60(2)(g).***

- Pursuant to ***Section 60(4) and Section 60 (6)*** of the ***Financial Services and Pensions Ombudsman Act 2017,*** I now direct the Respondent Provider to make a compensatory payment to the Complainants in the sum of €4,500, to an account of the Complainants' choosing, within a period of 35 days of the nomination of account details by the Complainants 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.

MARYROSE MCGOVERN
DEPUTY FINANCIAL SERVICES AND PENSIONS OMBUDSMAN

9 April 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.