



<b><u>Decision Ref:</u></b>	2021-0095
<b><u>Sector:</u></b>	Banking
<b><u>Product / Service:</u></b>	Repayment Mortgage
<b><u>Conduct(s) complained of:</u></b>	Failure to process instructions in a timely manner Dissatisfaction with customer service Lost or mislaid title deeds Failure to consider vulnerability of customer
<b><u>Outcome:</u></b>	Rejected

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

This complaint concerns a mortgage loan agreement entered into by the Complainants' parents and held by the Provider. Sadly, the Complainants' parents passed away in **2014**. Each of the Complainants were beneficiaries under the wills of their parents and the Second Complainant was appointed Executrix of the estate of her mother.

The Complainants took the decision to sell their parents' home and use the proceeds of sale to discharge the underlying loan. In order to facilitate the sale of the property, the Complainants, through their solicitors, requested that the Provider return the title deeds to the property in **October 2015**. The title deeds were returned to the Complainants' solicitors in **November 2015**. The Complainants believe that the Provider delayed in returning the title deeds and this delay frustrated the sale of the property. The Complainants also believe that the Provider displayed a lack of sensitivity and compassion when dealing with them.

**The Complainants' Case**

The Complainants explain that both of their parents sadly passed away in **2014**. The Complainants advise that "... *there was a large amount of debt left behind including on our family home.*" In order to discharge their parents' debts, the Complainants were "... *left with no choice but to reluctantly with sadness sell the family home as a number of debts were left behind ...*"

The Complainants approached a solicitor and estate agent to assist in the sale of the property and it went on the market in **July 2014**. After approximately 10 weeks, an offer was received and accepted, and a deposit paid. Contact was made with the Provider in **October 2015** to advise it of the sale and to request the release of the title deeds to the property. The Complainants state:

*“After numerous requests via telephone and letter, no-one was in a position to assist us or ever give us an indication as to when the deeds would actually be released. We were given misleading information in relation to the release of the deeds ... the staff members employed by [the Provider] had absolutely no empathy or showed no awareness to either of us during our difficult time. We are vulnerable individuals and our needs were not met by any of the staff members.”*

The Complainants explain that “[f]ollowing a litany of phone-calls and letters ...” the Provider eventually located the deeds and the Complainants were able to proceed with making “... gallant attempts to try to sell our family home.” The Complainants state that they were then in a position to accept a second offer on the property. However, the Complainants state that they incurred many additional costs and expenses as a result of the Provider’s delay and outline these as follows:

*“As a result of this 4-month delay, we were required to upkeep the property by way of the following:-*

*Further un-necessary payments of the electrical supply to the property - Further un-necessary payments of the gas supply to the property - Further un-necessary payments of the Irish Water charges of the property - Further un-necessary payments of the household insurance policy on the property - Further un-necessary payments of the Local Property Tax - Further un-necessary payments of the increase in interest charges levied by the additional 4 months – Additional fuel costs and time consumed by visiting the property for a much longer period than envisaged; due to the clear negligence displayed by [the Provider] by failing to locate the property deeds in a timely manner.”*

The Complainants state that this occurred at a time when they “... were still not emotionally over the loss of both of our parents ... [the Provider] caused both of us further emotional stress and anguish with the excessive delay and lack of information.”

In addition to this, the Complainants remark that the Provider rejected their supporting documentation “... as it was outside of their strict complaint time scale adherence ... despite the fact that they themselves delayed the whole process by 16 weeks ...” A timeline of correspondence between the parties has also been set out by the Complainants.

A formal complaint was lodged by telephone on **4 November 2015** and a letter acknowledging the complaint was issued on **10 November 2015** advising that a full response would be provided within 4 weeks.

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A response letter dated **17 December 2015** was then received “... which clearly acknowledged and upholds the complaint made, however this acknowledgement came far too late as the sale of the property was lost due to the individuals who placed the deposit down not being in a position to wait any longer.”

The property was eventually sold in **March 2016** and a second complaint was sent to the Provider at the end of **March 2016**. This complaint was acknowledged by letter dated **1 April 2016** and advised that a response would be received within 4 weeks. A further letter was issued on **27 April 2016** advising that a response would be issued no later than **24 May 2016**. By letter dated **17 May 2016** “... all aspects of the complaint were upheld such was the severity and recklessness of the issues raised.” The Complainants outline that €831.72 was offered by the Provider in respect of the interest paid on the loan following the loss of the sale and “[a] 21 day (no indication if it included weekends or not) time frame was given to respond to the correspondence.”

The Complainants explain that they did not respond to this letter:

*“As other issues such as the second anniversary of the death of our father ... had passed and the impending second anniversary of our mother ... engaging in lengthy correspondence with a financial institution who had already caused such upset with their reckless action and lack of compassion was not a first priority for us, we did not respond to the correspondence.”*

Following this, a further complaint was sent to the Provider and acknowledged on **2 September 2016** advising that the complaint was still being reviewed and a response would be issued no later than **28 October 2016**. The Complainants state that “[t]he supporting correspondence was obtained from the various bank accounts, utility companies and government institutions with great and obvious delay due to trying to obtain information and documentation from our parents who had long passed away.”

The Complainants submit that this documentation was “... obtained at the earliest possible date and we were surprised and shocked at the lack of compassion and understanding of the [Provider’s] employees as we felt it would have been obvious of the difficulties of obtaining any information from deceased and closed account holders.”

A letter was then received from the Provider dated **4 November 2016** advising the Complainants that it was refusing to accept the documentation as “... it was passed their own internal and unfair 10 business days’ time frame ... yet it took them a further 20 business days to respond to the initial letter of 24 August 2016.”

The Complainants also wish to highlight a number of matters that they state were not taken into account by the Provider:

*“The clear lack of regard, understanding and handling of vulnerable customers – The inability to understand the difficulties of obtaining information and documentation form accounts of individuals who are deceased -*

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*The unfair treatment by way of victimization, bullying and using unfair terms and timescales to penalize us for not responding to their documentation with certain time frames – The clear lack of updates, call backs to supply requested information and this was only expedited when formal complaints were made.”*

In resolution of this complaint, the Complainants state:

*“We are seeking the full value of the additional outlays as detailed (and declined by [the Provider]) to [the Provider], the additional interest and compensation for the stress that they caused for delaying the process, the loss of opportunity to sell the property due to their negligence, their lack of compassion of handling vulnerable customers their failure to offer closure in relation the complaint (sic) made and the application of unfair terms in relation to their time stipulations.”*

### **The Provider’s Case**

#### ***Delay Returning Title Deeds***

The Provider explains that in its letter of **17 December 2015**, it acknowledged the delay in providing title deeds to the Complainants was not acceptable and, on that basis “... we accept that we failed to fully comply with our obligations under General Requirement 3.3 of the Consumer Protection Code 2012.” The Provider advises, regrettably, there is no information on file which explains the delay between the receipt of the signed Accountable Trust Receipt (ATR) on **22 October 2015** and the provision of the title deeds to the Provider’s solicitors for scheduling on **6 November 2015**. The Provider states that the subsequent time taken for its solicitors to schedule the title deeds for issue to the Complainant’s solicitors was outside of the control of the Provider.

#### ***Misleading Information***

In relation to the provision of misleading information regarding the release of the title deeds, the Provider remarks that the Complainants have not specified in what sense they feel misled or misinformed. The Provider submits that it is not aware of any unclear, inaccurate, outdated or incomprehensible information having been provided to the Complainants.

#### ***Supporting Documentation***

The Provider submits that it is “... *eminently reasonable and indeed necessary* ...” to request details of the costs incurred by the Complainants prior to providing compensation. The Provider is confident that any financial institution would require the same under comparable circumstances.

As set out in its letter of **4 November 2016**, the Complainant's supporting documentation was not accepted as it had not been received within the 10 business days allotted. This timeframe was set in place with a view to encouraging prompt engagement and bringing the matter to a mutually satisfactory conclusion as soon as possible.

However, on further review of the case history and in particular the tragic circumstances surrounding the complaint, the Provider acknowledged that in enforcing a strict timeline for the return of the supporting documentation, *"... we failed to treat the complainants fairly."*

### **The Complaints**

Referring to the *Timeline of Events*, the Provider advises that formal complaints were registered on **10 November 2015**, **1 April 2016** and **2 September 2016** and each complaint was resolved well within the timelines set out under section 10.9 of the Consumer Protection Code 2012 (the **Code**).

The Provider states that, aside from the timeline for the return of supporting documentation, efforts were made to provide a fair outcome, including the offer of compensation for interest accrued and associated costs.

### **Vulnerability of the Complainants**

The Provider refers to section 3.1 of the Code dealing with vulnerable consumers. In line with this section of the Code, the Provider acknowledges:

*"... it would have been appropriate to amend or waive the 10 business day timeline which had been imposed for the return of supporting documentation, and as such I acknowledge that [the Provider] could have done more to ensure that the complainants' vulnerability was accommodated appropriately."*

### **Resolution of Complaint**

The Provider sets out the costs for which the Complainants wish to be compensated as follows:

Interest accrual over 4 months	€831.72 (rounded to €835)
Irish Water Bill 2015	€125
Irish Water Bill 2016	€194.96
Local Property Tax 2015	€267
Local Property Tax	€267
Electricity Bill	€25.33
Gas Bill	€33.86
Household Insurance	€179.75
<b>Total</b>	<b>€1,924.62</b>

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The Provider observes the Complainants' request for compensation includes annual charges for water and Local Property Tax for a 2 year period. The Provider advises that it understands that water charges were withdrawn nationally in **July 2016** and all paid charges were refunded to customers or their estate. The Provider also understands that Local Property taxes are charged retrospectively and would therefore have been due to be paid by the Complainants' deceased parents' estate regardless of the subsequent sale of the property.

Based on this, the Provider states that it is *"... willing to honour its original commitment to refund the sum of €835 for interest accrued as well as an additional €239 in respect of electricity, gas and household insurance for a total of €1,074."*

### **The Complaints for Adjudication**

The complaints are that the Provider:

1. Wrongfully and/or unreasonably delayed in returning title deeds to the Complainants' solicitors; and
2. Proffered poor customer service.

### **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.

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 27 July 2020, outlining my preliminary determination in relation to the complaint.

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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 Complainants made a submission under cover of their e-mail and attachments to this Office dated 18 August 2020, a copy of which was transmitted to the Provider for its consideration.

The Provider has not made any further submission.

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

In my Preliminary Decision I stated: *"The Complainants approached a solicitor and estate agent to assist in the sale of the property and it went on the market in July 2014."*

The Complainants, in their post Preliminary Decision, state that *"this statement is not factual"*. They state that *"Complainant 1 [...] resided in the property during this specified period and [the Complainants' Father] had only passed away on [date redacted]. [The Complainants' Mother] still resided at the property as her primary principal residence and was still alive until she passed away on [date redacted]. The property was therefore not on the market at this period in which you mention as it simply would not have been possible"*.

While I am happy to record this change, it should be noted that this, in my Preliminary Decision, was provided by the Complainants themselves in the complaint form submitted to this Office, in which they had detailed:

*"The property went onto the market in July 2014 and after approximately 8-10 weeks, we received an offer and a deposit was placed down with the solicitor"*.

### ***Request for Title Deeds***

The Second Complainant wrote to the Provider by email dated **28 May 2015** to advise the Provider that she had been appointed Executrix of her parents' estate and requested certain information regard her parents' loan. The Provider responded by letter dated **1 June 2015** requesting various documents in order to allow it to verify a number of matters relating to the death of the Second Complainant's parents.

Following a series of correspondence, the appropriate documentation appears to have been furnished to the Provider by the Complainants' solicitors on **11 September 2015**. In this letter, the Complainants' solicitors advised the Provider of expected instructions from the Complainants' auctioneer to issue contracts of sale in respect of the property and requested that the Provider confirm it was holding the title deeds to the property and would release the deeds on ATR to enable contracts of sale to issue.

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Separately, the Second Complainant wrote to the Provider by email dated **6 September 2015** as follows: *"The house has now gone sale agreed pending probate and other conditions ..."*

The Complainants' solicitors wrote to the Provider on **14 September 2015** enclosing a signed authority on behalf of the Second Complainant and requested that the title documents to the property be furnished by way of ATR. The Provider wrote to the Complainants' solicitors on **16 September 2016** requesting the information previously sought from the Second Complainant regarding the estates of her parents.

The Complainants' solicitors wrote to the Provider on **25 September 2015** to advise the Provider that *"I am anxious to issue Contracts for Sale and if you could forward the Title Documents to me on Accountable Trust Receipt asap I would be most grateful."* This letter also enclosed correspondence dated **28 August 2015** from the auctioneer appointed to sell the property advising that a sale had been agreed and was subject to contract and loan approval.

By letter dated **30 September 2015**, the Provider wrote to the Complainants' solicitors enclosing an ATR for the solicitors to sign and return to the Provider.

On **7 October 2015**, the Complainants' solicitors wrote to the Provider repeating their request for the title deeds by way of ATR. This letter also enclosed a *Declaration – Confirmation of a Deceased Borrower* signed by the Second Complainant and dated **29 September 2015**. The Provider responded on **14 October 2015** enclosing an ATR for the solicitors to sign and return to the Provider. A signed ATR was returned to the Provider under cover of letter dated **21 October 2015**. This letter also requested that the Provider arrange for the title deeds to be sent to the Complainants' solicitors.

### ***Complaints to the Provider***

#### ***The First Complaint submitted to the Provider***

The First Complainant made a complaint to the Provider in respect of the delay in returning the title deeds to the property on **4 November 2015**. The Provider acknowledged the complaint on **10 November 2015**. An update in respect of the complaint was issued on **30 November 2015**.

A Final Response letter issued on **17 December 2015** stating:

*"The completed [ATR] was returned on 22<sup>nd</sup> October 2015 and I acknowledge that there was an unacceptable delay between receipt of the ATR and the deeds being dispatched to your solicitor on 17<sup>th</sup> November 2015.*

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*As Title Deeds are valuable documents they are stored in a secure location separately from other items relating to the account. Please accept my sincere apologies for the delay ...”*

#### The Second Complaint submitted to the Provider

The First Complainant made a complaint to the Provider on **30 March 2016** in respect of the delay on the part of the Provider in returning the title deeds to the Complainants’ solicitors. The First Complainant also wished to be compensated for the interest charged on the loan as a result of the loss of the sale of the property in **October 2015**. This was acknowledged by the Provider on **1 April 2016**. A further update was issued to the First Complainant on **27 April 2016**. A Final Response letter was issued on **17 May 2016**. The Provider regarded the first aspect of the complaint as having been previously dealt with. In terms of the second aspect of the complaint, the Provider offered the First Complainant the sum of €835.00 in respect of the interest that accrued on the loan account “... on the four month period from when the initial purchaser(s) withdrew their offer to when the property was actually sold and the redemption cheque was received.”

The First Complainant wrote to the Provider on **24 August 2016** rejecting this offer on the basis that the Provider did not take into consideration the missed sale opportunity, additional costs incurred (as outlined by the First Complainant), the stress caused to the First Complainant and the manner in which the Provider dealt with the matter.

#### The Third Complaint submitted to the Provider

A third complaint was made by the First Complainant on **2 September 2016** and acknowledged by the Provider by letter of the same date. This complaint was understood to comprise the following:

- A missed opportunity to sell the property due to a number of errors on the part of the Provider.
- Additional costs were incurred in terms of electricity, gas, insurance etc. as a result of these errors.
- The Provider’s errors caused stress to the First Complainant and the Provider displayed a lack of compassion and sensitivity when dealing with these issues.

The Provider also requested that the First Complainant furnish supporting documentation in respect of the costs being claimed within 10 business days.

The Provider issued an update to the First Complainant on **28 September 2016**. The Provider wrote to the First Complainant on **3 October 2016** advising that it intended to close this complaint as it had not received any supporting documentation to substantiate the claim for additional costs. However, the offer to refund the interest charge remained open for acceptance.

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The First Complainant furnished supporting documentation by letter dated **26 October 2016** and itemising the cost of each item claimed as follows:

Irish Water Bill 2015	€125
Irish Water Bill 2016	€194.96
Local Property Tax 2015	€267
Local Property Tax	€267
Electricity Bill	€25.33 (149 days of charge)
Gas Bill	€33.86 (149 days of charge)
Household Insurance	€179.75 (5 months)

The First Complainant also sought compensation in respect of the following:

*“- The missed sale of the property in November 2015 due to the excessive delay.  
- The emotional stress of not being able to sell my late parents property due to your company errors and lack of sensitivity and compassion of your companies colleagues when dealing with these issues at the lowest point in our lives.”*

By letter dated **4 November 2016**, the Provider informed the First Complainant that as it had not received the relevant supporting documentation within the prescribed time, it had closed this aspect of the complaint; however, the refund of the interest charged remained open for acceptance.

#### **The First Complaint to this Office**

The first complaint is that the Provider delayed in furnishing the Complainants' solicitors with the title deeds to their parents' home. While the evidence demonstrates that the Provider was notified of the Complainants' intention to sell the property in or around mid **2015**, the evidence also demonstrates that the Provider required certain documentation to verify the death of the Complainants' parents and the appointment of the Second Complainant as Executrix of their estate. I am satisfied this was a reasonable request and that the Provider was not obliged to furnish title deeds until such matters were in order nor would it have been appropriate for it to do so. The requested documentation does not appear to have been furnished to the Provider until mid-**September 2015**.

By letter dated **30 September 2015**, the Provider wrote to the Complainants' solicitors enclosing an ATR for the solicitors to sign and return to the Provider. A further ATR was sent by the Provider on **14 October 2015**. A signed ATR was returned to the Provider under cover of letter dated **21 October 2015**. In addition to the correspondence outlined above, a number of telephone enquiries were also made by the Complainants and their solicitors regarding the title deeds. It appears that title deeds were furnished to the Complainants' solicitors in or around **17 November 2015**.

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Having considered the evidence, I have been provided with no evidence that there was any delay on the part of the Provider prior to the receipt of the signed ATR on **21 October 2015**. Once the signed ATR was received, title deeds were provided to the Complainants' solicitors within approximately 4 weeks.

Any apparent delay in returning the title deeds seems to have emanated from the Provider's solicitors. I do not accept the Provider's contention that the actions of its solicitors are not its responsibility and this would not excuse any delays, the evidence, in particular the *Timeline of Events* and *System Note*, shows that the Provider made efforts to follow-up with its solicitors regarding the return of the title deeds and that the request be treated as a priority. However, I accept that 4 weeks is not a particularly unreasonable delay.

The evidence suggests that the first sale of the property fell through in **October/November 2015**. I have been provided with no evidence that any apparent delay on the part of the Provider in furnishing title deeds caused and/or contributed to collapse of the sale. The Complainants have not demonstrated this was the case; particularly in light of the fact that a signed ATR was only received on **21 October 2015**. The Provider must be afforded a reasonable period of time to provide the title deeds. Significantly, a Grant of Probate did not occur until **10 February 2016**. This was furnished to the Provider under cover of letter dated **16 February 2016**.

Therefore, I am not satisfied that the time taken to return the title deeds caused and/or contributed to the loss of the sale of the property. In any event, as I am not satisfied that the Provider wrongfully or unreasonably delayed in providing the title deeds, it follows that the Provider cannot be said to have been responsible for the loss of the sale of the property.

### **The Second Complaint to this Office**

The Complainants, in particular the First Complainant, are dissatisfied with the level of customer service received from the Provider.

In terms of the supporting documentation requested by the Provider and the 10 day period within which to provide this documentation, I note that the Provider acknowledged that, given the circumstances, it could have afforded a longer period of time. I agree that such a short period is unreasonable.

The request for supporting documentation was made on **2 September 2016**, approximately 2 years after the deaths of the Complainants' parents. On **3 October 2016**, not having received the documentation from the First Complainant, the Provider advised that it was closing the complaint. In the circumstances of this complaint, I am not satisfied that a 10 days period within which to provide the supporting documentation was unreasonable. Furthermore, the Provider did not close the complaint until **3 October 2016**.

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While it is submitted that obtaining the relevant information proved difficult and it was obtained at the earliest opportunity, there is no evidence of any written or telephone communication from the First Complainant during this period to advise the Provider of any difficulty in obtaining supporting documents, that the period allowed was too short or a request for more time. Separately, I am not satisfied that a 21 day period within which to respond to the Provider's Final Response letter of **17 May 2016** was unreasonable.

The Complainants are also dissatisfied with the manner in which the Provider and/or its agents treated them especially given the loss of their parents. The correspondence sent to the Complainants by the Provider does not support the assertion that the Provider failed to acknowledge the Complainants' bereavement or treat them in an appropriate manner. For example, in correspondence issued to the Second Complainant and the Complainants' solicitors during **June** and **September 2015**, the Provider stated "*We are sorry to hear this sad news and offer our sincere condolences.*" These communications were sent a year after the deaths of the Complainants' parents.

In terms of the telephone conversations between the Complainants and Provider, I note that the Provider has only been able to provide a recording of one of these conversations. In its *Commentary on Schedule of Evidence*, the Provider explains that:

*"I am currently attempting to locate further call recordings- during the period referenced, customer contacts were managed by our former Servicing Partner, [Servicing Partner], who no longer have a presence in Ireland."*

While the Provider has not been in a position to obtain all call recordings, I have considered the recording of the call which took place between the First Complainant and one of the Provider's agents on **30 November 2016**, and I am satisfied this call was conducted by the Provider's agent in an appropriate manner.

Although the Complainants are dissatisfied with the lack of compassion and empathy displayed by the Provider's call agents, it is not clear from the Complainants' evidence the dates on which the calls took place or what was said during these calls that was inappropriate. While the Complainants' loss of both of their parents during **2014** was undoubtedly a traumatic and sad occurrence, such bereavement does not necessarily bring them within the definition of *vulnerable consumer* within the meaning of the Code.

In my Preliminary Decision, I had stated that:

*"I have not been provided with any evidence that they sought to be considered as vulnerable customers".*

The Complainants have, in their post Preliminary Decision submission, stated that:

*"we find it surprising that the FSPO and the Provider take the view that neither of the Complainants were considered vulnerable.*

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*Both Complainants were placed into completely extraordinary, life changing and unexpected circumstances of having the loss of both parents within 3 months of each other that very few in society would ever experience such circumstances We note from 3.1 of the CPC that it is the position of the regulated entity to identify that consumer is vulnerable, we are very surprised that such a view was taken by the Provider and the FSPO"*

While I have great sympathy with the Complainants for the tragic loss they have suffered, I would note that section 3.1 of the Consumer Protection Code, does not expressly state it is the sole responsibility of the Provider to identify an individual as a 'vulnerable customer'.

Section 3.1 of the Consumer Protection Code states:

*"3.1 Where a regulated entity has identified that a personal consumer is a vulnerable consumer, the regulated entity must ensure that the vulnerable consumer is provided with such reasonable arrangements and/or assistance that may be necessary to facilitate him or her in his or her dealings with the regulated entity".*

I would also note that under Chapter 12 of the Consumer Protection Code, which included 'Definitions', defines a 'vulnerable customer' as:

*"vulnerable consumer" means a natural person who:*

*a) has the capacity to make his or her own decisions but who, because of individual circumstances, may require assistance to do so (for example, hearing impaired or visually impaired persons); and/or*

*b) has limited capacity to make his or her own decisions and who requires assistance to do so (for example, persons with intellectual disabilities or mental health difficulties).*

While I acknowledge that in their post Preliminary Decision submission, the Complainants have highlighted that following the bereavements they had suffered, they were required to take both compassionate and sick leave, as well as seeking counselling to try process the loss.

It remains my view that the Complainants have not provided me with any evidence that they sought to be considered as vulnerable customers by the Provider.

Finally, while the Complainants maintain the following matters were not taken into account by the Provider:

*"The clear lack of regard, understanding and handling of vulnerable customers – The inability to understand the difficulties of obtaining information and documentation form accounts of individuals who are deceased -*

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*The unfair treatment by way of victimization, bullying and using unfair terms and timescales to penalize us for not responding to their documentation with certain time frames – The clear lack of updates, call backs to supply requested information and this was only expedited when formal complaints were made”*

the Complainants have not furnished any evidence in this complaint to support these contentions.

### **Offer by the Provider**

The Provider states, as cited above, that it is “... willing to honour its original commitment to refund the sum of €835 for interest accrued as well as an additional €239 in respect of electricity, gas and household insurance for a total of €1,074.”

The Complainants have not disputed the Provider’s calculations of the amount offered in respect of the interest charged on the loan account. The Provider has also set out the basis for its calculation of the amount of €239.00 in respect of utility bills and its reasons for not offering an amount in respect of the other costs sought to be recouped by the Complainants. However, the Complainants have not addressed or responded to this in their submissions.

In light of the acknowledgements made by the Provider regarding the return of the title deeds and the level of service provided to the Complainants, I consider the manner in which it is proposed to compensate the Complainants to be a reasonable sum of compensation.

For this reason, 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**

20 April 2021

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Pursuant to *Section 62 of the Financial Services and Pensions Ombudsman Act 2017*, the Financial Services and Pensions Ombudsman will publish legally binding decisions in relation to complaints concerning financial service providers in such a manner that—

(a) ensures that—

(i) a complainant shall not be identified by name, address or otherwise,

(ii) a provider shall not be identified by name or address,  
and

(b) ensures compliance with the Data Protection Regulation and the Data Protection Act 2018.

