An tOmbudsman Seirbhísí Airgeadais agus Pinsean
Financial Services and Pensions Ombudsman

Decision Ref:	2021-0159
Sector:	Banking
Product / Service:	Tracker Mortgage
Conduct(s) complained of:	Failure to offer appropriate compensation or redress CBI Examination
Outcome:	Rejected

LEGALLY BINDING DECISION OF THE FINANCIAL SERVICES AND PENSIONS OMBUDSMAN

This complaint relates to a mortgage loan account held by the Complainants with the Provider which was secured on the Complainants' private dwelling house in **2004**. The loan amount was for €200,000 for a term of 22 years. The interest rate applicable was a tracker rate of ECB + 0.95%.

The mortgage loan account was redeemed by the Complainants on **15 August 2008** when the Complainants opted to avail of the services of an alternative provider.

The Complainants' mortgage loan account was considered by the Provider as part of the Central Bank directed Tracker Mortgage Examination (the "Examination"). The Provider identified that a failure had occurred on the mortgage loan account and as such the mortgage loan account was deemed to be impacted under the Examination.

The Provider wrote to the Complainants on **14 December 2017** advising them of the error that had occurred on their mortgage loan account.

The Provider detailed "*Why your mortgage sub-account has been identified as impacted*" as follows:

> *"When you drew down on a tracker rate you received a letter of offer that used the term "Home Loan" to describe your mortgage.*

> *When you moved to a fixed rate the document you received, when read in conjunction with your letter of offer, was unclear as to the default interest rate that was to apply on the expiry if your fixed rate term.*
>
> *This document referred to the default interest rate as follows: "…the [Provider] Home Loan Rate shall apply in accordance with General Condition 2 of the Offer of Advance originally accepted by you…". It was not clear that the [Provider's] Home Loan Rate was [the Provider's] Standard Variable Rate (SVR) and not your original "Home Loan" rate, which was a tracker interest rate."*

With respect to the effect of the failure on the mortgage loan account the Provider outlined as follows;

> *"As the terminology was unclear regarding what rate would apply to your mortgage when your fixed rate came to an end, we have identified that your mortgage sub account was impacted from 01/08/2008 up to 15/08/2008. Impact occurred when your fixed rate came to an end and you were not offered your tracker rate. During this impacted period you did not receive the benefit of a tracker rate and you will now receive redress and compensation."*

The Provider made an offer of redress and compensation to the Complainants. The offer of €733.82 made by the Provider to the Complainants comprised the following:

1. Redress of €66.91 covering;

    - Total interest overpaid by the Complainants of €60.01
    - Interest to reflect time value of money of €6.90

2. Compensation of €66.91 for the failure on the mortgage loan account.

3. Independent Professional Advice payment of €600.00.

On **30 April 2019** the Provider made a further offer of €366.18 to the Complainants comprising of the following:

- A payment of €183.09 to bring the previous compensation offer of €66.91 to €250

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- A payment of €183.09 to bring the previous redress payment of €66.91 up to €250

In **January 2018**, the Complainants submitted an appeal to the Provider's Independent Appeals Panel.

On **2 May 2018**, the Appeals Panel decided that the Complainants' appeal was unsuccessful. The key factors in determining the decision by the Appeals Panel with respect to financial losses claimed were as follows:

> *"The Panel noted that the Bank in its response stated that additional documents supplied by [the Complainants] with their appeal form indicate that they moved their mortgage from [the Provider] to [alternate Provider] to avail of a different interest rate of 3%. This was significantly lower than the [Provider's] tracker rate lost, of ECB base rate 4.25% + 0.95%. The Bank confirmed that the complaint lodged by [the Complainants] in September 2017 had been upheld and full details of the impact and the actions taken to address this were detailed in their Redress and Compensation letter of 14 December 2017".*

The Complainants rejected the Appeals Panel's decision on **31 August 2018**.

As the Complainants have been through the Provider's internal appeals process and rejected the offer of the Appeals Panel this office was in a position to progress the investigation and adjudication of the complaint.

The conduct complained of that is being adjudicated on by this office is that the Provider has failed to offer adequate compensation to the Complainants as a result of the Provider's failure in relation to their mortgage loan account.

<u>The Complainants' Case</u>

The Complainants submit that they took out a tracker mortgage with the Provider in **July 2004**. The Complainants state that they chose to apply a fixed interest rate to their mortgage loan account in **2006** which applied until **2008**.

The Complainants explain that when the fixed interest rate period ended in **2008**, the mortgage loan account defaulted to a standard variable rate of interest of 6.1% instead of reverting to their previously held tracker interest rate. The Complainants detail that they could not afford to make their monthly repayments at this rate of interest therefore they "*had no option*" but to move their mortgage loan to another provider that offered a lower standard variable interest rate.

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The Complainants assert that they would not have had cause to switch to an alternative provider if they had been offered a tracker interest rate from the Provider. The Complainants submit that from **2009** onwards, they "*were at a substantial loss as the E.C.B dropped rapidly*".

The Complainants dispute the Provider's claims that they had been given the option of a flexible mortgage which tracks the ECB rate prior to the expiry of their fixed rate by way of a **Product Expiry Letter**. The Complainants state that Provider's assertion that they were sent an offer of a tracker mortgage is "*a complete fabrication*".

The Complainants highlight that the interest rate that applied to their new mortgage loan with the alternative provider was only "*an introductory offer*" and only applied for a certain period of time. The Complainants state that they "*appreciate*" that after switching to another provider in **August 2008** "*there is little between*" the repayments made in respect of the mortgage loan with the alternative provider and the repayments that were being made to the Provider however "*in the following years that the real benefit of a tracker would have accumulated*".

The Complainants state that they "*have suffered significant financial hardship over the years*". The Complainants estimate that the Provider's failure to return them to a tracker interest rate has cost them "*in the region of €40,000*" over the previous ten years.

The Complainants submit that they are seeking a sum of €25,000 in compensation for the Provider's failures in relation to their mortgage loan account.

<u>The Provider's Case</u>

The Provider submits that the Complainants drew down their mortgage loan account on **5 October 2004** on a tracker interest rate of ECB + 0.95%. The Provider states that the **Offer of Advance** used the term "*Home Loan*" to describe the Complainants' mortgage loan.

The Provider details that the Complainants opted to apply a fixed interest rate of 4.49% to their mortgage loan account by signing a **Fixed Rate Authority** on **10 August 2006** which would apply until **31 July 2008**. The Provider states that the **Fixed Rate Authority** referred to the default interest rate that would apply on expiry of the fixed interest rate period as the Provider's "*Home Loan Rate*".

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The Provider asserts that prior to expiration of the fixed interest rate period on **31 July 2008**, the Provider sent the Complainants a **Product Expiry Letter** advising the Complainants that their fixed rate period was coming to an end and their mortgage loan account would default to the Provider's standard variable rate. The Provider submits that this **Product Expiry Letter** also provided for alternative interest rate products including a tracker interest rate option. The Provider details that it did not receive a response to the **Product Expiry Letter** therefore the Complainants' mortgage loan account defaulted to the Provider's standard variable rate on **31 July 2008**.

The Provider states that it is unable to locate a copy of the specific **Product Expiry Letter** which issued to the Complainants prior to expiry of the fixed rate period.

The Provider submits that the Complainants' mortgage loan account remained on this standard variable rate of interest until the Complainants redeemed their mortgage loan account on **15 August 2008**.

The Provider details that given a **Product Expiry Letter** was issued to the Complainants in **July 2008** and the mortgage loan was subsequently redeemed on **15 August 2008**, it is "*reasonable to believe*" that the Complainants had already made the choice to move their mortgage loan account to another provider. The Provider also asserts that when the Complainants chose to move their mortgage loan to an alternative provider, it was still offering tracker interest rates.

The Provider further details that in **July 2008** the ECB base rate was 4.25% which it describes as "*a high interest rate option*". In comparison, the Provider states that when the Complainants chose to move their mortgage loan account to another provider, they availed of an interest rate of 3% "*which was significantly lower than the ECB base rate at that time.*"

The Provider states that it subsequently wrote to the Complainants on **14 December 2017** advising that the Complainants' mortgage loan account had been identified as impacted under the Examination. The Provider details that the documentation that the Complainants received when they moved to a fixed rate, when read in conjunction with the Letter of Offer, "*contained ambiguous and confusing terminology*" as it was "*unclear as to the default rate that was to apply*".

The Provider states that the Complainants received redress as their mortgage was on a higher interest rate than it should have been from the period from **1 August 2008** to **15 August 2008**. The Provider details that the Complainants had overpaid on their mortgage loan account by the amount of €60.01 during this period.

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The Provider details that the Complainants were offered an initial redress and compensation payment of €733.82 on **14 December 2017** and an additional payment of €366.18 was made to the Complainants on **30 April 2019**. The Provider asserts that it is satisfied that these payments placed the Complainants in the position that they would have been in if the failure identified on their mortgage loan account had not occurred.

The Complaint for Adjudication

The complaint for adjudication is that the Provider has failed to offer adequate compensation to the Complainants as a result of the Provider's failure in relation to their mortgage loan account.

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 28 April 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.

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The Provider has detailed that the Complainants' mortgage loan account was reviewed in line with the requirements of the Examination framework as mandated by the Central Bank of Ireland and the criteria adhered to the Central Bank of Ireland's Principles for Redress. The Provider has conceded that the mortgage loan documentation provided to the Complainants contained "*ambiguous and confusing terminology*" and, on that basis, the Provider provided a redress and compensation payment of €500 to the Complainants and a payment of €600 should they wish to seek independent professional advice in relation to the matter.

I will now consider if this compensation is sufficient given the individual circumstances of the Complainants.

The Complainants' mortgage loan was drawn down on a tracker interest rate of 2.95% (ECB + 0.95%) on **5 October 2004** for a term of 20 years in accordance with the terms of the **Offer of Advance** dated **19 July 2004** which was signed and accepted by the Complainants.

The amount of credit advanced under the **Offer of Advance** dated **19 July 2004** was €200,000. The mortgage loan was released in stage payments. The first stage payment amount of €100,000 was issued on **5 October 2004** and a further €50,000 issued on **2 February 2005**. The final stage payment of €50,000 was issued on **4 May 2005**.

The **Special Conditions** attached to the **Offer of Advance** state as follows in respect of the applicable interest rate:

> "*The rate of the [Provider's product] tracks ECB rate with a margin which is fixed for the life of the Home Loan term. The margin for this Home Loan is ECB rate plus 0.95%. This margin is dependent on the amount borrowed and the value of the property to be mortgaged*".

On **14 August 2006**, the Complainants signed a **Fixed Rate Authority Transfer Form** where they selected to apply a fixed interest rate of 4.49% to their mortgage loan account until **31 July 2008**. The **Fixed Rate Authority Transfer Form** states as follows as to what is to occur at the end of the fixed period:

> "***At the end of the fixed period**: [Provider] may offer to continue the advance for such a period and at such a fixed rate as it may decide. It may also offer alternative available products….*

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> *If no such offer is made or if an offer is made and no acceptance received as prescribed above, then, from the day following the expiry of any option selected above, the [Provider] shall apply in accordance with General Condition 2 of the Offer of Advance originally accepted by you being the Bank's General Conditions Relating to Advances by [Provider] House Mortgages Section, which varies the Interest Rate, and the said General Conditions relating to the Advances shall be construed accordingly".*

General Condition 2 of the **General Conditions Relating to Home Loan Advances** attaching to the Offer of Advance dated **19 July 2004** and as referred to in the **Fixed Rate Authority Transfer Form** above describes how the interest is calculated and states as follows:

> *"…. The monthly repayments will vary if changes in the Home Loan Interest Rate occur. Variations in [Provider's] Home Loan Rate may occur at any time and notice of each variation will be published at least once in a national daily newspaper. Interest is calculated on a compound basis…."*

It was at this time that the failure that was subsequently identified in **2017** as part of the Examination occurred on the Complainants' mortgage loan account in that the **Fixed Rate Authority Transfer Form**, when read in conjunction with the **Offer of Advance**, was unclear as to the default interest rate that was to apply on the expiry of the fixed rate term. The Provider found that the language used may have been confusing as to whether the tracker interest rate or a variable interest rate would apply at the end of the fixed interest rate period.

The Provider states that it issued a **Product Expiry Letter** to the Complainants prior to the expiry of the fixed interest rate period on **31 July 2008**, however the Provider has been unable to locate the specific **Product Expiry Letter** that issued to the Complainants. The Provider has submitted a copy of a **template Product Expiry Letter** which details as follows:

> *"The <<Product Type>> Rate on your mortgage is due to expire on 31 July 2008 Any borrowings you have on this Fixed Rate will change to our Standard Variable Rate from 01 August 2008. This is a great opportunity to look at your options as your decision now could save you money.*
>
> *Option 1: Flexible mortgage – this is one of our most popular mortgages. The flexible mortgage tracks the European Central Bank base rate and although the base rate may change, the margin you pay is fixed for the life of the loan.*

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- *You can make overpayments/lumps to reduce the interest you pay and/or your term*
- *You can apply for a six month payment break*
- *No redemption charge for paying off your mortgage early*

Option 2: Fixed Rate mortgage – if you'd like the peace of mind knowing your interest rate will stay the same for a fixed length of time. Simply choose the fixed rate term that suits you now. And remember. At the end of your fixed rate period you will have the flexibility to explore your options again.

Just call our dedicated team on [telephone number]. We are here to make the process of choosing your new mortgage rates simple and hassle-free. If we don't hear from you before the end of July 2008 your current rate will automatically revert to the standard variable rate. This could mean an increase in your monthly repayment so now is the time to act."

The **Product Expiry Letter** detailed various interest rate options for the Complainants to choose from to include a fixed interest rate option together with a tracker interest rate in the form of a "*Flexible mortgage*" and a standard variable rate option.

The Complainants have submitted that they did not receive the **Product Expiry Letter** which offered a tracker interest rate option and state that there was no "*dialogue between us and [Provider] offering us that choice"*. The Provider states that it wrote to all of its customers who were availing of that particular fixed interest rate through their mailing system. The Provider has submitted an extract from its mailing system's database which shows the that the Complainants are listed on that database. The Provider states that it is satisfied that the **Product Expiry Letter** issued to the Complainants prior to the expiry of the fixed rate period.

In circumstances where the Provider did not receive a response from the Complainants prior to the expiry of the fixed interest rate period on **31 July 2008**, the Complainants' mortgage loan rolled onto the Provider's standard variable rate of 6.10% which was applied from **1 August 2008**. The Complainants' mortgage loan account remained on this rate until the mortgage loan account was redeemed on **15 August 2008**.

The Complainants subsequently issued a letter to the Provider dated **11 August 2008** seeking redemptions figures.

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The letter details as follows:

> *"Dear Sirs*
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> *Please forward redemption figures on the above mortgage account to our Solicitor immediately. [Complainants' solicitors name and address].*
>
> *Signed: [Complainants]"*

The Provider responded by way of a letter to the Complainants' solicitor dated **12 August 2008**, which details as follows:

> *"Dear Sir*
>
> *Further to your recent enquiry, I wish to advise that the Redemption Figure for the House Loan at House Mortgage Section as at 12/08/08 is Euro 174,596.86 with interest accruing at Euro 21.38 per day. This figure assumes that the most recent monthly repayment, which would have been presented by Direct Debit, has been paid. Should this direct debit be unpaid subsequent to this letter, the amount of that repayment will be due in addition to the redemption figure quoted above.*
>
> ***The amount quoted is based on receipt of the redemption cheque <u>at this office</u> on the above date otherwise appropriate daily interest must be added*.**
>
> *Where it is anticipated that a Redemption will take place outside this current month, fresh redemption figures should be sought nearer the relevant date in the interest of precision.*
>
> *The Redemption Figure quoted above includes a standard Sealing Fee of Euro 50.00 which is required by our Solicitors Office to seal a Vacate of the Mortgage.*
>
> *Please be advised that if insufficient funds are received at this office, the mortgage will not be redeemed and the funds will be returned to you."*

By way of letter dated **19 August 2008**, the Complainants' solicitor sent a redemption cheque to the Provider. The letter dated **19 August 2008** details as follows:

> *"We refer to the above and we now enclose herein cheque in the sum of €174,767.96 to redeem this loan in full and you might please forward to us receipt for same at your earliest convenience.*

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We await vacated mortgage in early course."

The **Mortgage Loan Statements** submitted by the Provider in evidence show that the Complainants' mortgage loan account was redeemed on **15 August 2008**. The Provider submits that the redemption date "*was noted as being the date of redemption cheque i.e. 15 August 2008.*"

The Complainants have submitted a letter dated **20 August 2008** that they received from the Provider which reads as follows:

> *"We wrote to you recently to advise that the product on one or more of your mortgage accounts was expiring. As we have not received any response from you, any accounts on an expiring product have been transferred to our Standard Variable Rate, currently 6.10%.*
>
> *The revised gross monthly repayment to your mortgage is 1411.06 Euro. If applicable, this figure will be reduced by any tax relief at source (TRS) applied to your account.*
>
> *If you would like to discuss the options available to you, please contact our Mortgage Services Team on [telephone number].*
>
> *I would like to take this opportunity to thank you for your mortgage business to date."*

I note that this letter issued to the Complainants after they had redeemed their mortgage loan.

Following receipt of the redemption funds, the Provider issued a letter to Complainants' solicitor dated **26 August 2008** which detailed as follows:

> *"Dear Sir*
>
> *I refer to the above mentioned mortgage and wish to acknowledge receipt of the redemption funds in order to redeem the mortgage.*
>
> *I wish to advise that the loan has been redeemed and our Securities Department shall be in contact with you in the near future in relation to the redemption of this mortgage.*

> ***Please advise your client, if necessary, to cancel any insurance cover attached to the mortgage. It may also be in your clients interest to contact their branch to discuss future provision for life, building and contents cover.***
>
> *I trust this is in order and if you have any queries in relation to same please do not hesitate to contact me."*

I have not been provided with any evidence of any discussions between the Complainants and the Provider in or around **August 2008** in relation to the reasons for the Complainants' decision to redeem their mortgage loan. The Complainants submit that it was the Provider's failure to offer them a tracker interest at this time that led to them to redeeming their mortgage loan and moving to an alternative provider. The Complainants state that they "*could not afford to pay"* the standard variable rate that applied to their mortgage loan account from **1 August 2008**. I note from the evidence submitted by the Complainants that they drew down a new mortgage loan with another provider on **15 August 2008** in the amount of €175,000 for a term of 16 years. The letter that issued from the alternative provider to the Complainants on **15 August 2008** refers to a total monthly repayment of €1,148.76 and an interest rate product of 3 %. The letter dated **20 August 2008** from the Provider to the Complainants indicated that that the revised monthly repayment to the Complainants' mortgage loan account held with the Provider after the standard variable rate applied was applied on **1 August 2008** would be €1,411.06. I note that this letter issued to the Complainants after they redeemed their mortgage loan with the Provider and drew down a new mortgage loan with another Provider.

Therefore, it would appear to me that the contents of this letter had no impact on the Complainants' decision to move to another Provider.

In considering the interactions of the parties and the evidence submitted, I note that there is no evidence to indicate that the Complainants contacted the Provider at any stage before or after the expiry of the fixed interest rate period to seek to avail of a tracker interest rate. It is not apparent to me why the Complainants have detailed that the fact they were not offered a tracker rate was the sole motivation for moving to an alternative provider when it appears from their own submissions that they may not have been entirely clear as to the interest rate options offered by the Provider at the end of the fixed rate period.

It is clear from the evidence that a tracker interest rate option was available to the Complainants on the expiry of the fixed interest rate. I note that in **July 2008**, the ECB base rate was 4.25% and a tracker rate of 5.20% (ECB +0.95%) was available from the Provider.

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While I acknowledge that the Complainants may not have received the **Product Expiry Letter** from the Provider prior to the expiry of the fixed interest rate period, the Complainants were aware that their fixed interest rate was coming to an end in **July 2008**, however, it does not appear that they contacted the Provider to discuss the various rate options available to them. If the Complainants wanted to avail of a tracker interest rate of 5.20% (ECB +0.95%) at that time, the Complainants could have contacted the Provider to action this request. Instead, the Complainants contacted another provider to avail of another interest rate product, which was ultimately lower than the tracker interest rate of 5.20% (ECB +0.95%). It would appear to me therefore that the evidence does not support the Complainants assertion that they "*had no option*" but to switch to a lower standard variable rate with an alternative Provider.

Further, it is interesting to note that the Complainants' mortgage loan account defaulted to the Provider's standard variable rate as of **1 August 2008** and the Complainants redeemed their mortgage loan and drew down a new mortgage with another Provider shortly thereafter on **15 August 2008**. I do not consider that the decision taken by the Complainants to switch mortgage loan providers was one that was taken lightly. It would appear to me that the decision to move to another provider may reasonably have been considered by the Complainants in advance of the expiry of the fixed interest rate period. It appears that the Complainants chose to approach another provider of their own volition without exploring the interest rate options in respect of the mortgage loan account the subject of this complaint with the Provider. I accept that the Complainants were free to decide whether they wished to switch mortgage loan provider at any stage.

However, I do not accept that the Provider's purported failure to offer the Complainants a tracker interest rate could reasonably be the sole motivating factor in moving to another Provider, particularly given the tracker rate on offer at the time was 5.20% (ECB +0.95%) and the standard variable rate offered by the other provider was 3%. The standard variable rate on offer by the other provider was clearly a more beneficial rate to the Complainants.

I have also considered the Complainants' submissions that that from **2009** on they "*were at a substantial loss as the E.C.B dropped rapidly*" and that they estimate that the Provider's failure to return them to a tracker interest rate has cost them "*in the region of €40,000*" over the previous ten years. It is important for the Complainants to be aware that the subsequent drop in the ECB rate was not something that could have been anticipated by the Provider. Any subsequent increase or decrease in the ECB rate was determined by factors outside the control of the Provider, therefore the evidence does not support the contention that the Provider's failure resulted in financial loss amounting to €40,000.

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In any event, the Complainants ultimately chose to redeem their mortgage loan with the Provider in **August 2008** and draw down a new mortgage product on a lower standard variable rate with another provider. Therefore, despite the Provider's admitted failure by virtue of its use of *"ambiguous and confusing terminology"* in the **Fixed Mortgage Authority** as to what would happen at the end of the fixed interest rate period on **31 July 2008**, the Complainants' mortgage loan never reached the point where the Provider's failure impacted on the Complainants' mortgage loan account to cause significant financial detriment to the Complainants. I note that the Complainants' mortgage loan account was impacted by the Provider's failures from **1 August 2008** to **15 August 2008** during which the Provider's standard variable rate of 6.10% was higher than the tracker interest rate of 5.20% (ECB +0.95%) which resulted in an overcharge of interest in the amount of €60.01.

In light of the foregoing, I am of the view that the payment of €500 by way of redress and compensation together with the payment of €600 made by the Provider to assist with the cost of independent professional advice was reasonable given the circumstances of this complaint.

For the reasons set out in this Decision, I do not uphold the 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 May 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.