



<b><u>Decision Ref:</u></b>	2021-0160
<b><u>Sector:</u></b>	Banking
<b><u>Product / Service:</u></b>	Tracker Mortgage
<b><u>Conduct(s) complained of:</u></b>	Failure to offer a tracker rate throughout the life of the mortgage Refusal to move existing tracker to a new mortgage product
<b><u>Outcome:</u></b>	Rejected

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

The complaint relates to a mortgage loan account held by the Complainant with the Provider. The mortgage loan that is the subject of this complaint is secured on the Complainant's principal private residence.

The loan amount was €398,000 and the term of the loan was 28 years and 7 months. The **Facility Letter** dated **14 July 2006** details that the mortgage would commence on a fixed rate of 4.18% for 3 years until **1 October 2009** at which point the loan would revert to the Provider's standard variable interest rate.

The mortgage loan account was redeemed in full on **20 November 2009**.

**The Complainant's Case**

The Complainant submits that he previously held a mortgage loan account on a tracker interest rate of ECB + 0.99% with a different Provider.

The Complainant accepted a **Facility Letter** dated **14 July 2006** for a mortgage loan account with the Provider on a three year fixed interest rate of 4.18%. The mortgage loan was drawn down on **16 August 2006**.

The **Facility Letter** provided that the fixed rate roll-over date was **1 October 2009** and the *“Roll-over Date is the start date of the standard variable interest rate at that time”*. The Complainant submits he was not informed that he would lose his tracker interest rate entitlement previously held with a different provider, when he accepted and signed the Provider’s facility letter providing for an initial 3-year fixed interest rate in **2006**.

He states that the Provider did *“not exercise its duty of care with regard to (1) Properly setting out the risk when switching from a tracker product to any other product”* and *“(2)[the Provider] did not explain the difference between tracker and variable which at the time were similar priced products.”*

The Complainant submits that he wrote to the Provider in **October 2017** *“to request a review of why at the end of a 3 year Fixed rate mortgage contract in 2009 I was not offered the option to move to a tracker”*. He details that the Provider *“replied on 26 February 2018 setting out why they believe it was valid not to offer a tracker mortgage.”*

The Complainant asserts that the Provider failed to clearly explain to him that he would lose his tracker rate entitlement when he opted for a 3-year fixed interest rate from the date of drawdown of the mortgage in **2006** and that the Provider failed to adequately explain the difference between a tracker interest rate and a variable interest rate.

The Complainant is seeking the following:

- (a) *“Restoration”* of a tracker interest rate of ECB + 1.00% to his mortgage loan account and
- (b) Compensation for overpaid interest from the end of the fixed rate interest rate period in **2009** to date. He estimated that this sum was €44,319 as of **April 2018**.

### **The Provider’s Case**

The Provider submits that the Complainant completed a **mortgage loan application** dated **18 June 2006** seeking to re-mortgage his existing home loan he held at the time with a third party Provider. It details that following receipt of the loan application, the Provider issued the Complainant with a **Final Financial Summary** document dated **27 June 2006** providing for a *“Switcher 3 year fixed mortgage”* which the Complainant signed and accepted on **28 June 2008**.

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The Provider outlines that the Complainant's **Credit Application** dated **11 July 2006** for a new home loan in the sum of €398,000 on a fixed interest rate was approved. It states that the Provider then issued the Complainant with a *"Tailored Home Loan Quotation"* document dated **11 July 2006** which detailed that the type of interest rate was to be *"Fixed to 1 October 2009 then Standard Variable Rate for the remainder of the term"*.

The Provider submits the Complainant signed and accepted the terms of the **Facility Letter** dated **14 July 2006** and the mortgage loan account was drawn down on **16 August 2006**.

The Provider outlines that **page 1** of the **Facility Letter** dated **14 July 2006** confirms that the *"Rollover date"* was **01 October 2009**. It states that this date is *"the start date of the standard variable interest rate at that time"*. The Provider further outlines that **Clause 11.4** of the Terms and Conditions states that *"Unless a further Fixed Period is agreed in accordance with clause 11.3, at the end of a Fixed Period the rate of interest applicable to the Loan will revert to our then applicable variable home loan"*.

The Provider further outlines that **Clause 12.1** of the **Facility Letter** dated **14 July 2006** makes it clear that that the Provider's *"variable home loan rate"* is subject to change in response to market conditions, contrary to a loan linked with the ECB Refinance Rate as specified in **Clause 12.2**. The Provider contends that the variable home loan rate *"clearly does not track the ECB Refinance Rate and there is nothing else in the facility documentation that makes that link"*. The Provider states that it is *"satisfied"* that the term *"standard variable rate"* as contained in the facility letter dated **14 July 2006** is *"sufficiently clear and transparent in its meaning."*

The Provider contends that when the Complainant drew down the mortgage loan in **2006** that tracker interest rate loans were still available. It details that as the Complainant was never on a tracker interest rate and had no entitlement to a tracker interest rate loan, *"it would not have been correct for the Provider to inform the Complainant that he would lose any entitlement to a Tracker interest rate at the time of drawdown of his fixed interest rate."*

The Provider submits it withdrew tracker loan products from the market in **late 2008**, and therefore in **October 2009** *"it was not possible to for the Complainant to draw down a new Tracker interest rate loan."* It further submits the Complainant's mortgage loan account was never on a tracker interest rate and there was no contractual or regulatory obligation on the Provider to apply a tracker interest rate to the mortgage loan account upon the expiry of the fixed interest rate period in **2009**.

The Provider details that a letter issued to the Complainant on **20 August 2009** *“to advise that the fixed interest rate period was due to expire on the 1 October 2009 and to advise that he had the opportunity to review and agree the interest terms for the amount outstanding on his loan.”* It states that this letter *“confirmed that the Complainant had the option to choose between a standard variable rate or a new fixed rate”* and that if the Complainant did not respond to the notification letter the *“interest rate on your Fixed Rate Home Loan will be changed to standard variable rate.”*

The Provider outlines that there is *“no evidence”* that the Complainant contacted the Provider to discuss interest rates at that time and the Complainant’s mortgage loan account moved to the Provider’s standard variable rate.

The Provider details that *“Approximately two months later on 20 November 2009 the Complainant repaid the loan in full.”* It details that following a request for redemption figures from the Complainant’s solicitor which were furnished to the Complainant’s solicitor on **18 November 2009**, the Provider received monies on **20 November 2009** which repaid the loan in full and the mortgage loan account was closed on **20 November 2009**.

The Provider outlines it has conducted a detailed review of all documentation held in relation to the Complainant mortgage loan account and submits that the mortgage loan account was *“never on an ECB Tracker interest rate and there is no contractual or regulatory obligation on the Provider to offer the Complainant an ECB Tracker interest rate.”*

### **The Complaints for Adjudication**

The complaints for adjudication are as follows:

1. The Provider failed to clearly explain to the Complainant that he would lose a tracker interest rate entitlement when he opted for a 3 year fixed interest rate in **2006**; and
2. The Provider failed to explain the difference between a tracker interest rate and a variable interest rate.

## 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 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.

In order to determine this complaint, it is necessary to review the relevant provisions of the Complainant's loan documentation and to consider certain interactions between the Complainant and the Provider between **2006** and **2009**.

I note from the evidence provided that an **Application Form** was completed by the Complainant on **18 June 2006**. In response to the question "*Purpose of Loan*" the option "*remortgage/switcher*" is ticked.

The option "*fixed*" is ticked in response to the question "*For interest only, what type of repayment vehicle is in place?*" and the number "*3*" is written in response to the question "*Term of fixed/capped/discounted*".

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In response to "Additional information" the Complainant has written "I am current property owner and am switching mortgage from [third party Provider]".

A **Final Financial Summary** dated **27 June 2006** has been provided in evidence and details as follows;

"...

*Application for Switcher 3 year fixed mortgage.*

...

**Home Loan Questions and Answers**

Borrower type *Re-mortgage/switcher*

Type of property *Main residence*

Loan purpose *External transfer*

...

How much do you wish to borrow? *EUR 398,000.00*

...

What is your preferred loan repayment term? *28 years and 6 months*

Is there any other information which is relevant to your applicant?

Client on target to have mortgage repaid by *retirement date.*

...

Application for Home Loan

*I/We have read and understood the documentation provided and wish to apply for the loan that is described in my/our Personal Illustration and Financial Summary report.*

..."

The **Final Financial Summary** document was signed by the Complainant on **28 June 2006**.

A **Credit Application** dated **11 July 2006** has been provided in evidence, which details as follows:

"...

*Application for EUR 398,000.00 Fixed Rate Home Loan...*

...

/Cont'd...

**Comments:**

*Clients is a [profession redacted] employed with [Redacted] and is permanent and full time.*

*\*Switcher mortgage from [third party Provider] to avail of our 3 year fixed mortgage.*

*\*Our budget in [system] appear to duplicated mortgage repayments in that it has retained existing monthly borrowing which would no longer be applicable after the external transfer takes effect. (circa EUR2,000)*

*\*No other borrowings, savings evidence with statements produced showing this.*

*\*Fixed borrowings for 3 years however 2% increase would not impact on client, also applicant is getting married in [date] and would have second income after this date.*

*\*C5 acceptable for level of borrowing.*

*\*Credit Bureau code 1.*

*\*All external accounts well maintained and in surplus.*

*\*Sanction recommended by Branch and myself.*

...

*I have now done new [system] session to amend budget as directed and created new credit submission.*

...

*\*LTV is acceptable at 59%*

*\*Score has changed from c5 to c6 – I am assuming this is because credit search could not be done with this application.*

*\*Application is well outside P/I ratios, however client has more than sufficient surplus income to make this level of repayment affordable.*

*\*Income multipliers are also outside criteria at just over 4.7 times salary.*

*\*Unsure why reply screen is showing insufficient surplus, there is more than enough surplus showing on [system] and manual budget.*

*Query re: surplus has been addressed and I have also amended budget to allow for a greater amount of monthly expenditure on household items, to bring expenditure in line with 20% GMS.*

*Application is fully supported at this level.*

..."

/Cont'd...

A **Tailored Home Loan Quotation** dated **11 July 2006** has been provided in evidence and details as follows:

*“This quotation does not constitute a legally binding offer. The figures are provided in good faith and are an accurate representation of the offer that [the Provider] would make under current market conditions based on the information that has been provided. It should be noted that figures can fluctuate with market conditions. The provision of this information does not oblige [the Provider] to grant a credit.*

### **1. Product Description**

#### **Type of Loan**

*You mortgage your dwelling to the Bank as security until your home loan is repaid. You make capital and interest payments during the loan period so the full amount of the loan is repaid at the end of the term. The interest charged may vary during the course of the home loan.*

#### **Type of Interest Rate**

*Fixed to 1 October 2009 then Standard Variable Rate for the remainder of the term.*

#### **Loan to Value**

*This is the maximum % of the purchase price or value of the property (whichever is the lower) that you can borrow. Our current limits are:*

#### **Principal Private Residence (PPR):**

<i>Borrowing up to and including EUR 1M</i>	<i>Max LTV 92%</i>
<i>Borrowing exceeding EUR 1M</i>	<i>Max LTV 80%</i>

#### **Residential Investment Property:**

<i>Capital &amp; Interest</i>	<i>Max LTV 80%</i>
<i>Interest only up to EUR 1M</i>	<i>Max LTV 80%</i>
<i>Interest only over EUR 1M</i>	<i>Max LTV 75%</i>
<i>Interest only over EUR 1.5M</i>	<i>Max LTV 70%</i>

#### **Interest Rate**

*4.18% Fixed*  
*4.24% Variable*

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*Fixed Rate: Rollover date: 1 October 2009. The Rollover Date is the start date of the standard variable interest rate at that time. The fixed period expires on the date preceding this day.*

**Annual Percentage Rate (APR)**

4.31%

**Amount of Loan**

EUR 398,000.00

**Frequency of repayment instalments.**

*Please refer to repayment table.*

**Repayment Term**

28 Years 6 months.

..."

A **Facility Letter** was issued to the Complainant dated **14 July 2006** which provided for a loan amount of €398,000 over a term of 28 years and 7 months. The **"important information"** section on **page 1** of the **facility letter** included the following:

<i>"Amount of credit advanced:</i>	<i>EUR 398,000.00</i>
<i>Period of Agreement:</i>	<i>28 years and 7 month(s) from drawdown.***</i>
<i>Number of Repayment Instalments:</i>	<i>341 plus any final balance</i>
...	
<i>APR*:</i>	<i>4.31% fixed</i>
...	
<i>*Annual Percentage Rate of Charge"</i>	

The **"Schedule"** section on **page 2** details as follows:

*"Purpose of Loan:*  
*External Transfer, as specified in your Loan Application.*

...

*Rate of Interest: 4.18 % per annum, fixed.*  
*4.24% per annum, variable.*

/Cont'd...

*Fixed rate: Roll-over date: 1 October 2009. The Roll-over Date is the start date of the standard variable interest rate at that time. The fixed rate period expires on the date preceding this day.*

*..."*

Under the **Statutory Notices** section it is detailed as follows;

*"WARNING: THE PAYMENT RATES ON THIS HOUSING LOAN MAY BE ADJUSTED BY THE LENDER FROM TIME TO TIME (this will not apply during any period of fixed interest rate.)"*

The **General Conditions for Annuity Home Loans** attaching to the **Facility Letter** dated **14 July 2006** detail as follows:

***"11. Interest – Fixed Rate Loans***

*11.1 If the Loan is a fixed rate loan the rate of interest applicable to the Loan for the Fixed Period specified in the Schedule will be our applicable fixed home loan rate on the date of drawdown of the Loan, or, if a margin over or under that rate is specified in the Schedule, the aggregate from time to time of that margin and the applicable fixed home loan rate. The applicable fixed home loan rate at the date specified in the Important Information Notice is the rate specified in the Schedule.*

*11.2 The APR and other details quoted in the Important Information Notice assume that at drawdown of the Loan the applicable fixed rate for the Fixed Period will be the rate applicable on the date indicated in the Important Information Notice. However our rates of interest are altered in response to market conditions and if our rates of interest change between the date indicated in the Important Information Notice and the date of drawdown of the Loan, the rate of interest on the Loan for the Fixed Period specified in the Schedule will be our applicable fixed home loan rate for such period prevailing at the date of drawdown of the Loan or, if a margin over or under that rate is specified in the Schedule, the aggregate from time to time of that margin and the applicable fixed home loan rate.*

*11.3 You may, prior to the expiration of a Fixed Period, request us to fix the rate of interest on the Loan for such further period as you may specify (so long as it is a period for which we offer fixed rates on home loans).*

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*If we agree to such request (and we have no obligation to do so) the rate of interest applicable to the Loan for the requested Fixed Period shall be our applicable fixed home loan rate on the first date of the requested Fixed Period or, if a margin is specified in the Schedule, the aggregate from time to time of that margin and such fixed home loan rate.*

*11.4 Unless a further Fixed Period is agreed in accordance with clause 11.3, at the end of a Fixed Period the rate of interest applicable to the Loan will revert to our then applicable variable home loan rate.*

*11.5 You may at any time the rate of interest applicable to the Loan is variable request us to fix the rate of interest on the Loan for such period as you may specify (so long as it is a period for which we offer fixed rates on home loans). If we agree to such request (and we have no obligation to do so) the rate of interest applicable to the Loan for the requested Fixed Period shall be our applicable fixed home loan rate on the first date of the requested Fixed Period or, if a margin is specified in the Schedule, the aggregate from time to time of that margin and such fixed home loan rate. You may not make such a request where you are in breach of any provision of the Agreement.*

*11.6 You may at any time during a Fixed Period opt to convert to our variable home loan rate (plus or minus any margin specified in the Schedule) by notifying us in writing. Upon conversion, a redemption fee shall be payable by you calculated in accordance with clause 9.3 above. You may not exercise this option where you are in breach of any provision of the Agreement.*

## **12. Interest – Variable Rate Loans**

*12.1 If the Loan is a variable rate loan which is not linked to the ECB Refinance rate, the rate of interest applicable to the Loan will be our applicable variable home loan rate or if a margin over or under that rate is specified in the Schedule the aggregate from time to time of that margin and the*

*applicable variable home loan rate. Our variable home loan rate is subject to variation from time to time in response to market conditions and such rate at the date specified in the Important Information Notice is the rate quoted in the Schedule.*

- 12.2 *If the Loan is an ECB Tracker Variable Rate Home Loan, then the interest rate is linked to the ECB Refinance Rate. The rate of interest specified in the Schedule is the rate applicable to the Loan at the date of the facility letter, and it represents the sum of the ECB Refinance Rate on that date and an agreed margin ("the ECB rate margin"). The ECB Refinance Rate is subject to variation, and the rate of interest applicable to the Loan shall be the ECB rate margin added to the ECB Refinance Rate from time to time, and shall vary accordingly.*
- 12.3 *The APR and other details quoted in the Important Information Notice assume that the variable home loan rate throughout the Period of Agreement will be variable home loan rate as at the date specified in the Important Information Notice. However due to variations in our variable home loan rate the actual rate of interest applicable to the Loan from time to time may be different.  
..."*

The **Acceptance and Authority** section of the **Facility Letter** was signed and accepted by the Complainant on **02 August 2006** on the following terms:

*"WARNING -THIS IS AN IMPORTANT LEGAL DOCUMENT AND YOU ARE STRONGLY ADVISED TO SEEK INDEPENDENT LEGAL ADVICE BEFORE YOU SIGN YOUR ACCEPTANCE*

*I/We have read and understand the nature and contents of this Loan Agreement.*

*I/We agree to be bound by this Loan Agreement.*

*Where applicable I/We irrevocably authorise my/our Solicitor to give the undertaking(s) referred to in clause 3 of the General Conditions and I/We irrevocably authorise you to pay the Loan through my/our Solicitor (unless another mode of payment is agreed by my/our Solicitor)."*

The terms and conditions of the Complainant's mortgage loan account outlined that a fixed interest rate would apply to the mortgage loan until the specified roll over date of **01 October 2009** and the loan would then roll onto the *"then applicable variable home loan rate"*. This was clearly set out in the **Schedule** and **Condition 11.4** of the General Conditions for Annuity Home Loans.

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**Condition 12.1** of the General Conditions for Annuity Home Loans provided the variable home loan rate was one that was “*not linked to the ECB Refinance rate*” and was “*subject to variation from time to time in response to market conditions*”. The **Schedule** did not contain any reference to an ECB rate, such as would have been required for the application of a tracker interest rate to the Complainant’s mortgage loan under **Condition 12.2**.

For the Complainant to have a contractual right to apply a tracker interest rate to the mortgage, that right would have to have been specifically outlined in the mortgage loan documentation, that was signed by the parties. However, no such right was set out in writing in the **Housing Loan Agreement** dated **14 July 2006**.

If the Complainant was not happy with or did not fully understand the terms of the Letter of Offer, including the type of interest rate that the loan would “*roll-over*” on to at the end of the fixed interest rate period, the Complainant could have decided not to accept the offer made by the Provider, or he could have sought clarification as to the type of interest rate that would apply before accepting the offer. Instead, the Complainant signed the **Loan Agreement** on **02 August 2006** and confirmed “*I/We have read and understand the nature and contents of this Loan Agreement*”.

The Provider issued a letter to the Complainant dated **20 August 2009** which advised that the fixed rate period on the mortgage loan account was maturing on **1 October 2009**. The letter outlined:

*“The agreed Fixed Rate period matures on your Fixed Rate Home Loan matures on 01.10.2009, so you now have the opportunity to review and agree the interest terms for the amount outstanding on your loan.*

***Variable interest rate or a new fixed interest period?***

*You have the option to choose between a standard variable rate and a new fixed rate period. The fixed interest rate will be determined on the day you agree the new agreement.*

*If you wish to continue with a new fixed interest rate period, please contact your local branch on [telephone number] to arrange a meeting to discuss your options.*

*If you do not respond to this letter by 28.09.2009 the interest rate on your Fixed Rate Home Loan will be changed to standard variable rate, as agreed in the original Terms and Conditions of your loan.”*

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The letter dated **20 August 2009** invited the Complainant to contact the Provider if he was interested in choosing a new fixed interest rate period after the initial fixed interest rate period ended.

I note from the evidence that the mortgage loan account defaulted to the standard variable interest rate when the fixed rate period expired in **October 2009**. I understand that the Provider was no longer offering tracker interest rates as a product option at the time. For the avoidance of doubt, I am of the view that there was no contractual obligation on the Provider to offer the Complainant a tracker interest rate on his mortgage loan account on the expiry of the fixed rate period in **October 2009**. The Loan Agreement provided that the roll-over rate was the standard variable rate.

I note from the evidence that the Complainant's solicitor issued a letter dated **16 November 2009** to the Provider which stated:

*"We would be grateful if you would now please furnish to us up to date redemption figures with respect to the above to include daily interest figures.*

*We attach copy redemption figures previously furnished for ease of reference and look forward to hearing from you."*

The Provider faxed the Complainant's solicitor on **18 November 2009** detailing as follows:

*"Further to our correspondence with regard to the above we advise the total amount to redeem the borrowing secured by the mortgage on 18.11.2009 is EUR 368439.40 with a daily rate thereafter of EUR 34.25.  
..."*

I note from the **mortgage loan statement** that the Complainant's loan was redeemed in full on **20 November 2009**.

I note that the Complainant is seeking what he describes as the "*restoration*" of a tracker interest rate to his mortgage loan account. For the avoidance of doubt, the Complainant's mortgage loan account held with the Provider was never on a tracker rate of interest. In any event, the mortgage loan account was redeemed in **November 2009**.

The Complainant takes issue with the conduct of the Provider in **2006**, contending that the Provider failed to advise him that by applying a fixed interest rate to the mortgage loan account a tracker interest rate would not be available to him in the future. I note that that in **2006** the Complainant held a mortgage loan with a third party Provider which he states was on a tracker interest rate.

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It is important for the Complainant to understand that the fact that the Complainant had a tracker interest rate applied to the mortgage loan that he held with a separate third party Provider, did not in any way create an obligation on the Provider to offer the Complainant a tracker interest rate on his new mortgage loan with the Provider. The Complainant ended his contract with the separate third party Provider by redeeming his mortgage loan with that Provider. He then entered into a new mortgage loan with the Provider, against which this complaint is made, which were subject to the terms and conditions as outlined in that mortgage loan contract. The evidence shows that the choice to take out the mortgage loan on the terms and conditions offered by the Provider was a choice that was freely made by the Complainant.

The terms and conditions of the Complainant's mortgage account provided for the application of a variable interest rate at the end of the fixed interest rate period in **October 2009**. The Complainant did not have an entitlement, contractual or otherwise to a tracker interest rate on the mortgage loan account when the fixed interest rate period ended in **October 2009**.

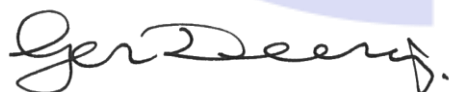
The fact that the Complainant had a tracker mortgage with a third party financial service provider before taking out a mortgage with the Provider, against which this complaint is made, could not possibly entitle him to a tracker mortgage with the Provider, or any other provider.

For the reasons outlined in this Decision, I do not uphold this complaint.

### **Conclusion**

My Decision pursuant to **Section 60(1)** of the **Financial Services and Pensions Ombudsman Act 2017**, is that this complaint is rejected.

**The above Decision is legally binding on the parties, subject only to an appeal to the High Court not later than 35 days after the date of notification of this Decision.**



**GER DEERING  
FINANCIAL SERVICES AND PENSIONS OMBUDSMAN**

20 May 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.

