



<b><u>Decision Ref:</u></b>	2021-0229
<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 Application of interest rate Delayed or inadequate communication Failure to provide product/service information Misrepresentation (at point of sale or after)
<b><u>Outcome:</u></b>	Rejected

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

The complaint concerns the Complainants' mortgage loan.

**The Complainants' Case**

The Complainants initiated the process of applying for a mortgage loan with the Provider on **11 October 2018**. In their complaint form dated **19 July 2019**, the Complainants submit that this process of applying for the mortgage took a total of eighty business days, wherein *"requests for information were submitted piecemeal and there were some significant delays between information being submitted and response from the [Provider]"*.

The Complainants state in their complaint form that their original loan application was split between a five year fixed rate, and a variable rate portion. The Complainants contend in their complaint form that the Provider had *"not specifically advised us of their variable rate that at 4.2% was significantly higher than other [providers]"* until the Complainants received their loan offer on **28 January 2019**. The Complainants state in their complaint form that they requested to revise the repayment scheme of the mortgage into a split between a five year fixed rate portion at 3% and a separate three year fixed rate portion at 3%, which were *"both interest rates valid at the time of the request"*.

The Complainants state that a rate change occurred on **30 January 2019**, *“which coincided with the day our revised application was processed by [the Provider]”*. The result was that the interest rate on the fixed rate portion of the mortgage increased from 3% to 3.2%.

The Complainants state that this would mean that their payments would be *“significantly more expensive, even compared to the original loan offer”*. The Complainants state that they brought this situation to the Provider’s attention, however, the Provider *“failed to honour the 3% 5 year fixed rate that was available at the time the revision request was made”*. Furthermore, the Complainants state that the Provider refused to allow the Complainants to revert to their original loan offer.

The Complainants state that they missed out on the five year fixed rate of 3% *“due to the unnecessarily drawn out application process, deficiencies in communication as well as [the Provider]’s internal processing delays”*.

The Complainants state that they are *“not satisfied”* with the response received from the Provider in respect of the complaint they raised on **3 April 2019** and state that it took until **2 July 2019** for their complaint to be processed.

The Complainants also state that certain aspects of the Provider’s response to their complaint *“are grossly misrepresented”*. By way of example the Complainants state that in its Final Response Letter, the Provider refers to a lack of documentation submitted by the Complainants for a **16 January 2019** credit forum as reason for a delay in the application process, however, the Complainants state that in fact on **10 January 2019** they received confirmation from the Provider that no further documentation was required from them and their application was ready to be processed. The Complainants state that any delays experienced by the Provider around that time were *“their own internal processing delays”*. In this regard, the Complainants have submitted an appendix to their complaint form setting out a summary of communication with the Provider throughout the process that they submit *“clearly demonstrates significant delays, which ultimately led to [the Complainants] being charged an increased interest rate”*.

The Complainants also state that provision 5.6(a) of the **Consumer Protection Code 2012** (as amended), provides that the Provider was required to provide notification of any documents or items of information necessary for a complete application. The Complainants state that *“this did not occur in an appropriate manner, numerous requests that could have been issued at the same time were issued in sequence meaning the end to end of the approval process was unnecessarily drawn out”*. By way of example, the Complainants submit that requests by the Provider for an explanation of a decrease in savings (**19 November 2018**), updated bank statements and documentation relating to renovations (**3 December 2018**) and information relating to the source of increase in savings (**11 January 2019**), could all have been issued at the same time.

On **25 May 2020**, the Complainants made submissions to this Office arising out of the submissions made by the Provider in respect of the complaint. The Complainants state that while the Provider accepts that the desired split of the mortgage (between variable and fixed rate) was discussed with it, they state that the actual variable rate was never quoted by the Provider in any of its communications, verbal or written. The Complainants state that the first time they became aware of the rate was **28 January 2019** when the loan pack was received by them in the post.

The Complainants accept that they omitted to include one current account statement and this resulted in a delay in the application process from **3 December 2018** to **20 December 2018**, however, the Complainants submit that this was the only delay incurred on their part. The Complainants reiterate the staggered nature of the Provider's requests for documentation and emphasise that each day's delay in this situation was relevant because *"if the application had been processed even a single day sooner [the Complainants] would most likely have been able to avail of the lower interest rate"*. The Complainants also dispute the alleged inference from the Provider that they did not provide sufficiently up to date statements, leading to the necessity for a further request for documentation on **11 January 2019**. The Complainants state that they were asked for additional documentation on **11 January 2019** (namely a current account statement from the First Named Complainant) and that this had never previously been requested. The Complainants state that there was no documentation outstanding from them between **20 December 2018** and **10 January 2019** and no communication was received from the Provider during that period.

The Complainants stress in their submissions that the *"only reason the request for amendment of the loan offer was made is due to the high variable interest rate"*. The Complainants refer to the email they sent the Provider dated **28 January 2019** wherein they state:

*"We have received the paperwork this morning and I need to make an amendment. I should have double checked in advance as I didn't realise that [the Provider's] variable rate is this high at 4.2%.*

*Could the paperwork be reissued please with 570k portion being 3% 5 year fixed rate and the remaining 15k 3% 3 year fixed rate?"*

The Complainants state that the Provider's terms and conditions are unfair to the consumer as they give the Provider undue power to change the rates at any point between the signing of the loan offer and the actual drawdown, at the disadvantage of the consumer. Notwithstanding this, the Complainants acknowledge that the Provider has confirmed that it generally honours the rate included within its offer letter, where the rate noted in the offer letter is lower than the applicable rate at drawdown. Therefore, the Complainants state that they have grounds to believe that had their application been processed *"even a day earlier"*, they would have been able to avail of the lower 5 year fixed interest rate of 3%.

The Complainants state that had they known that the fixed rate was due to change to 3.2%, they would not have requested the amendment. The Complainants note that their request to amend was not possible to fulfil as the rate they requested (3%) was not available; therefore the Complainants believe that the Provider should have acted in the best interests of the Complainants and informed them that the rate they requested was not available but that it would honour the rate in the original loan offer in line with its normal practice.

As part of these submissions to this Office dated **25 May 2020**, the Complainants attached further correspondence between the parties subsequent to **24 January 2020**.

The Complainants state that they want the Provider to compensate them for the difference (0.2%) between the five year 3% fixed interest rate originally offered by the Provider and the five year 3.2% fixed interest rate that was offered after the rate change. The Complainants have calculated that as a result of being offered the higher rate, they will lose €7,353 over the course of their 5 year fixed term mortgage. Alternatively, the Complainants seek a reduction of their rate to 3% and compensation for the over-payments they have paid in the interim.

### **The Provider's Case**

The Provider, in its Final Response Letter to the Complainants dated **2 July 2019**, states that a letter of offer was issued by the Provider and received by the Complainants on **28 January 2019**, following which the Provider states that the Complainants *"immediately submitted a change in proposal in relation to the mortgage split"*. The Provider states that this required the submission of a new letter of offer on **30 January 2019**, *"which was the date the rate change was implemented"*. Furthermore, the Provider states that while it always agrees to honour its valid offer letters even if a change of rates occurs after their issuing:

*"as a Change in Proposal was requested by you and a new letter of offer was required to effect this change, unfortunately the new rates have to apply and we are not in a position to offer [the Complainants] the old rates"*.

The Provider made submissions to this Office on **13 May 2020** (Incorrectly dated 13 May 2019). In these submissions, the Provider states that it is providing *"further context"* to the application process of the Complainants' mortgage loan. The Provider states that subsequent to the submission of the original application, certain queries were raised by email sent from the Provider to the Complainants on **13 November 2018**. The Provider states that the application was then transferred to the credit forum on **14 November 2018**, in circumstances where *"on review of statements mgt to date (since Jan 2018) has been funded by equity and cashback lumps sums. Advised applicants have spent 90k on renovations – not evidence by statements"*.

The Provider states that as part of the review under the Provider's credit forum, an email was sent to the Complainants on **15 November 2018** stating that:

*"In order to assess further – we need evidence of repayment capacity. On review of [3<sup>rd</sup> Party Provider] statements mortgage is clearly paid with equity funds and or cash back funds over the last 6 months...Will review again once clarity required"*

The Provider then states that further clarification was sought from the Complainants by way of email dated **19 November 2018** and further to that clarification, the application was again referred to the credit forum. The Provider states that it communicated the credit forum's decision to again decline the application by way of email dated **21 November 2018**. The Provider states that this decline was appealed on **30 November 2018** and a request was made to the Complainants on **3 December 2018** for vouched evidence of the €92,000 spent by the Complainants on renovations to their home.

The Provider states that this request elicited a query from the Complainants on **5 December 2018** regarding delivery of documents and that this was responded to by the Provider via email on **6 December 2018**. The Provider states that documentation was provided by the Complainants on **12 December 2018** and this led to the Provider requesting further documentation from the Complainants by way of email dated **20 December 2018**. The Provider states that these required documents were provided by the Complainants on the **20 December 2018**. The Provider states that after discussion with the underwriter, it requested more up to date documentation demonstrating repayment capacity from the Complainants on **11 January 2019**. The Provider states that this documentation was received on **16 January 2019** and an appeal to the decision to decline was lodged. The Provider states that the appeal was declined on **21 January 2019** as more documentation was still required to show 4 months of mortgage repayments funded solely through the Complainants' own earned income. The Provider states that this documentation was provided to the underwriters on **22 January 2019** and an offer letter was issued to the Complainants on **24 January 2019**. The Provider states that the Complainants thereafter requested to change the proposal, so as to amend the way in which the repayments were split, from a 5 year fixed and a variable rate, to a 5 year and 3 year fixed rate split. The Provider states that this request was noted on **28 January 2019** and an offer letter was issued on **30 January 2019**, in the manner requested by the Complainants. The Provider states that this offer letter was signed and accepted by the Complainants on **12 February 2019**.

In essence, the Provider states that it was necessary at certain stages of the application for the credit forum and the underwriters to seek additional documentation and clarification from the Complainants in order to process the application in an efficient manner. In particular, it states that this evidence sought to determine the Complainants' repayment capacity, of which, it states, sufficient evidence was not provided at first instance.

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The Provider states in its submissions that it worked proactively and in a timely manner to resolve the issues with the Complainants' application. Furthermore, the Provider states that it is satisfied that it acted on the request by the Complainants to amend the terms of the offer letter in a sufficiently expedient manner, noting that a new offer letter was issued by the Provider within 4 working days of the request made by the Complainants.

In respect of the assertion that the Provider requested information in a piecemeal fashion, the Provider rejects this and points to the timeline as outlined above and states that it is satisfied that requests for information only arose where these were necessary for the efficient processing of the Complainant's application. The Provider states that at all times where information was requested and received, the Provider processed that information in an efficient and expedient manner so as to avoid unnecessary delays in respect of the Complainants' application.

The Provider denies stating that no further documentation was needed in an email of **10 January 2019** to the Complainants.

Rather, the Provider states that further to a query on an update on the Complainant's application, the Provider stated:

*"Apologies for the delay. I have left a message with the underwriter today and am awaiting a response. Nothing further needed that I am aware of and will chase up tomorrow to get a decision for you".*

Furthermore, the Provider states that it responded to the Complainants on **11 January 2019** advising that the *"underwriters need to trace source of increase in savings"* and requested further documentation.

The Provider acknowledges that it omitted to scan documentation evidencing 4 months of mortgage repayments funded solely through the Complainants' own earned income. The Provider acknowledges that this meant a miscommunication was made to the Complainants on **21 January 2019** but states that this miscommunication caused no prejudice to the Complainants as it was resolved on **22 January 2019** and the loan offer letter issued on **24 January 2019**.

The Provider states that it informed the Complainants of the applicable interest rates in *"a clear and unambiguous manner"*. The Provider states that the first offer letter issued on **24 January 2019** clearly states the interest rate that applied to the mortgage loan account, namely a fixed rate of 3% for 5 years and a variable rate of 4.2% thereafter. The Provider states that this is further noted at part 5 of the European Standardised Information Sheet included as part of the loan documentation pack issued on **24 January 2019**.

In response to the assertion that the Provider did not comply with provision 5.6(a) of the **CPC 2012**, the Provider states that it is satisfied that it met its obligations under that provision. The Provider states that it acknowledged receipt of all documentation provided within 3 business days of said documentation being submitted.

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In response to the time taken to process and complete the Complainant's application, the Provider states that it was a "*complex case*" and "*required more time in order to achieve that positive outcome*". The Provider submits that there were certain delays that occurred during the process which were not its fault, namely:

- 12 working day period between **12 October 2018** and **1 November 2018** wherein the Complainants gathered required documentation;
- 12 working day period between **3 December 2018** and **20 December 2018** in which the Complainants gathered further documentation for the appeal of the decline;
- The Christmas period; and
- 4 working day period between **24 January 2019** and **30 January 2019** in which the Complainants requested an amendment to the offer letter that had been issued.

In respect of the assertion that the Complainants did not receive sufficient updates from the Provider as to the status of their application, the Provider submits that it is satisfied that it either made contact with the Complainant after a "*very short time had elapsed since previous contact*" or when it did not make contact this was justified as there was no update available on the application.

In relation to the distinction between the original offer letter sent on **24 January 2019** and the new offer letter sent on **30 January 2019**, the Provider states that by requesting a new offer letter, the previous offer letter ceased to be valid and therefore, the Provider was not in a position to honour the original 5 year fixed rate of 3%. The Provider states that the old offer letter ceased to be valid further to Special Condition 4(a)(viii) contained therein and therefore could not be relied upon for the purpose of drawing down the mortgage loan account on the previous 3% 5 year fixed rate. The Provider states that despite general condition 7(a) of the offer letter of **24 January 2019** stipulating that the interest rate for a fixed rate loan is the date of drawdown as opposed to the date of the original offer letter, the Provider would "*always agree to honour our pipeline of valid offer letters at the time of a rate change*". Essentially, the Provider submits that if the Complainants had not requested the changed proposal on **28 January 2019**, in line with the practice of the Provider, they would have been able to avail of the 3% 5 year fixed rate, despite the rate change on **30 January 2019**.

By way of further submissions to this Office dated **11 November 2020**, the Provider addressed the complaint concerning a delay in handling the complaint. The Provider states that it is satisfied that it entirely complied with its obligations pursuant to Clause 10.9 of CPC 2012 as it pertains to the acknowledgment of the complaint, and subsequent updates to the Complainants on how the complaint was progressing. The Provider states that the Complainants issued their complaint through the Provider's online complaint form on **2 April 2019** and this was received by the Provider on **3 April 2019** with an acknowledgement letter in accordance with Clause 10.9(a) issued on **9 April 2019**.

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The Provider states that in accordance with Clause 10.9(c) of CPC 2012, a 20 day letter was issued to the Complainants by the Provider on **1 May 2019** and in accordance with Clause 10.9(d) of CPC 2012, 40 and 60 day letters were issued to the Complainants by the Provider on **30 May 2019** and **28 June 2019** respectively.

The Provider submits that this complaint was relatively complex and states therefore that it required sufficient time to investigate and finalise a response to the complaint. The Complainants were notified of this requirement at regular intervals as mandated by CPC 2012.

### **The Complaints for Adjudication**

The complaint is that the Provider delayed the Complainants' mortgage application process, resulting in the final letter of offer being issued after an increase in the fixed rate of interest was implemented, to the disadvantage of the Complainants. There is a secondary complaint that the Provider did not process the Complainants' complaint about this matter expeditiously.

### **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 7 January 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.

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Following the issue of my Preliminary Decision, the Complainants made a submission under cover of their e-mail to this Office dated 24 January 2021, a copy of which was transmitted to the Provider for its consideration.

The Provider advised this Office under cover of its e-mail dated 2 February 2021 that it had no further submission to make.

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

In respect of the substantive complaint that the Provider delayed the Complainants' mortgage application process, resulting in the final letter of offer being issued after an increase in the fixed rate of interest was implemented, I note that the crux of the Complainants' argument on delay is that numerous requests were made for documentation in a sequential manner as opposed to being made at first instance. The Complainants also state that provision 5.6(a) of the **CPC 2012** (as amended), provides that the Provider was required to provide notification of any documents or items of information necessary for a complete application.

The Complainants state that *"this did not occur in an appropriate manner, numerous requests that could have been issued at the same time were issued in sequence meaning the end to end of the approval process was unnecessarily drawn out"*. By way of example, I note that the Complainants submit that requests by the Provider for an explanation of a decrease in savings (**19 November 2018**), updated bank statements & documentation relating to renovations (**3 December 2018**) and information relating to the source of increase in savings (**11 January 2019**), could all have been issued at the same time. However, I accept that it was necessary at certain stages of the application for the credit forum and the underwriters to seek additional documentation and clarification in order to process the application in an appropriate manner. It is not always possible to tell at the outset of an application exactly what documentation is necessary and that as applicants submit documentation, queries may arise from the Provider's perspective in relation to such documentation which need to be resolved. In this respect, I accept that it was reasonable of the Provider to seek an explanation/further documentation in respect of the decrease in savings (**19 November 2018**), the updated bank statements & documentation relating to renovations (**3 December 2018**) and information relating to the source of increase in savings (**11 January 2019**) as this was information that would not have been evident as necessary to the Provider at the start of the application process.

Rather, the circumstances leading to the requirement for these explanations only became evident on foot of the submission of the initial information/documentation.

In response to the assertion that the Provider took too long to process and complete the Complainant's application, while the Provider has provided no evidence to show that the Complainants' case was a *"complex case"* and *"required more time"*, I accept that the delays were attributable to the Provider waiting for the Complainant to furnish documentation or, on one occasion, to an understandable slight delay occurring over the Christmas period.

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In this regard, I note in particular that the Complainants accept that a period of delay from **3 December 2018** to **20 December 2018** was incurred due to an omission on their part. The timelines submitted by the parties show that the Provider responded to the Complainants promptly once the requisite documentation was submitted to it.

With regard to the assertion that the Provider has breached provision 5.6a of the **CPC 2012**, I note that provision 5.6a states:

*“A regulated entity shall:*

*a) acknowledge receipt of a complete mortgage application within 3 business days of receipt of all documents or items of information necessary for a complete application;*

*b) where a mortgage application is not complete, acknowledge receipt of the mortgage application within three business days of receipt and, together with that acknowledgement, provide notification of any documents or items of information necessary for a complete application;*

*c) inform a personal consumer of the regulated entity’s decision on the personal consumer’s mortgage application within 10 business days of receipt of all documents or items of information necessary to assess the application;*

*d) if it cannot make a decision on whether it will grant or refuse the application within 10 business days of receipt of all documents or items of information necessary to assess the application, inform the personal consumer of the reasons why the regulated entity’s assessment of the application will take longer than 10 business days and the expected timeframe within which a decision will be made;*

*e) ensure that it has clear points of contact for any enquiries from a personal consumer who is considering switching their mortgage and for any other enquiries relating to mortgage lending.”*

I note that nothing in the timeline or submissions submitted by the Complainants provides evidence of any breach within subsections (a) – (e) of provision 5.6a.

With regards to the complaint that the Provider had *“not specifically advised* [the Complainants] *of their variable rate”* until the Complainants received their loan offer on **28 January 2019**, I note that the first offer letter submitted in evidence to this office clearly states a variable rate of 4.2%. The Provider states that this is further noted at part 5 of the European Standardised Information Sheet included as part of the loan documentation pack issued on **24 January 2019**. However, I cannot comment on this as the information sheet quoted by the Provider does not appear to have been included in evidence submitted to this Office.

Finally, I note the Complainants' assertion that the Provider's terms and conditions are unfair to the consumer as they give the Provider undue power to change the rates at any point between the signing of the loan offer and the actual drawdown at the disadvantage of the consumer. The reality of the process of agreeing and drawing down a mortgage loan means that there will always be some period of time which elapses post the acceptance of the offer letter and prior to the drawdown of the mortgage; there is nothing that would preclude the Provider from reflecting that the interest rate for the mortgage could change during this time period. This is a matter which falls within the commercial discretion of the Provider. Notwithstanding this, I note that the Provider has stated that it generally honours the rate included within its offer letter, where the rate noted in the offer letter is lower than the applicable rate at drawdown. However, I accept that by requesting a new offer letter, the previous offer letter ceased to be valid and therefore, the Provider was not in a position to honour the original 5 year fixed rate of 3% as set out in the **24 January 2019** original offer letter. In this regard I note that Special Condition 4(a)(viii) of the offer letter dated **30 January 2019** explicitly states that *"this offer replaces our offer of 24/01/19"*, clearly rendering the old offer letter and any interest rates offered therein no longer operative.

The Complainants have, in their post Preliminary Decision submission, detailed that *"[they] believe the [Provider] should have reverted back where it could not satisfy [the Complainant's] request exactly as stated in [their] email, where [they] requested such a revision"*.

The Complainants submit that *"by not reverting back to [them] to advise [them] the rates have moved and [their] request could not be satisfied/checking whether [they] still wished to proceed, the [Provider] took a solo decision to proceed and as a result have unfairly put us in a worse off position and themselves in a better off position"*.

The Complainants' post Preliminary Decision submission continues and they state that *"the [Provider] have made a solo decision to process a revised loan offer on the basis of the revised split but higher interest rates, resulting in a more expensive loan offer overall"*.

I acknowledge that the Complainants had stated *"[c]ould the paperwork be reissued please with 570k portion being 3% 5 year fixed rate and the remaining 15k 3% 3 year fixed rate?"*. However, as stated above there is nothing that would preclude the Provider from reflecting that the interest rate for the mortgage could change during this time period, between the original offer and the requested reissuing. The Provider was under no contractual obligation to offer the Complainants the rate which they were requesting. Further to the above the setting of the interest rate and the conditions upon which the Provider is willing to offer a mortgage facility to a borrower are matters which fall within the commercial discretion of the Provider.

In the interests of completeness, I note that the Provider has acknowledged that it omitted to scan documentation evidencing 4 months of mortgage repayments funded solely through the Complainants' own earned income and this meant a miscommunication was made to the Complainants on **21 January 2019**.

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However, I note that this miscommunication caused no prejudice to the Complainants as it was resolved on **22 January 2019** and the loan offer letter in respect of the matter issued on **24 January 2019**.

In respect of the complaint concerning the Provider's handling of the Complainants' complaint, I accept that this was a relatively complex complaint and note the timeline submitted by the Provider for dealing with the complaint demonstrates that the Provider acting with reasonable expedition in all the circumstances.

Accordingly, while I understand the frustration the Complainants feel as a result of the length of time it took for their application to be processed and the increase in the fixed interest rate during that time, I must accept that there was no significant delay incurred which was attributable to the actions of the Provider and furthermore that the second offer letter was issued as a result of the request of the Complainants.

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**

30 June 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.

