



<u>Decision Ref:</u>	2021-0235
<u>Sector:</u>	Banking
<u>Product / Service:</u>	Tracker Mortgage
<u>Conduct(s) complained of:</u>	Failure to offer a tracker rate throughout the life of the mortgage
<u>Outcome:</u>	Rejected

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

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

The loan amount was €205,000 and the term of the loan was 25 years. The facility letter dated **11 March 2002** detailed that the interest rate applicable was a 1-year fixed interest rate of 3.95%.

The mortgage loan account was redeemed in full on **21 September 2015**.

The Complainant's Case

The Complainant details that he drew down a mortgage loan of €205,000 with the Provider in **2002** to assist with the purchase of his private dwelling home.

The Complainant submits that he *“entered into an initial fixed rate of 3.95% and subsequently other fixed rate contracts up until approximately 2006. On the expiry of the last fixed rate period the subsequent rate applied was the standard variable rate.”*

The Complainant submits that on the expiry of the fixed interest rate period in **April 2006** the Provider sent him a letter outlining the available interest rate options. The Complainant acknowledges that he *“did not sign the April 2006 option letter at the time. However, [he] subsequently found the letter a number of years later and distinctly recalls seeing a Tracker Option outlined in the suite of options available.”* He submits that *“[He is] satisfied that the letter did contain a Tracker Rate option and therefore the Bank had an obligation to apply the most favourable rate at the time.”* On the expiry of the fixed rate period the mortgage loan account defaulted to the standard variable rate.

The Complainant further states that he is not satisfied that the Provider has clearly demonstrated that a tracker rate option was not included in the options letter issued to him in **April 2006** as the Provider is unable to provide a copy of the letter. He states that for the Provider *“[t]o simply state that a Tracker rate option was only available from [mid] 2006 is not sufficient, with no supporting documentary evidence.”*

The Complainant further submits that *“tracker rates were available from 2004, as [he understands].”*

The Complainant maintains that *“it is [his] understanding that all financial institutions in situations such as [his] were obligated to treat all their customers in a fair and transparent manner and to apply the most favourable mortgage rate available, which at the time was a tracker rate.”*

The Complainant is seeking the following;

- (a) Reimbursement for the interest he has overpaid due to being placed on a variable rate instead of a tracker rate from **April 2006** until the mortgage was redeemed in **September 2015**.
- (b) To be furnished with a copy of the rate options letter that the Provider issued to him in **April 2006**.

The Provider's Case

The Provider states that it issued a Letter of Approval dated **11 March 2002** to the Complainant for a 1-Year Fixed Rate Home Loan. The Provider details that the amount of the loan was €205,000 and the initial rate of interest was a 1-year fixed interest rate of 3.95%, repayable over a 25-year term. The Provider submits that the Complainant confirmed when signing the acceptance of the loan offer on **20 March 2002**, that his solicitor had fully explained the terms and conditions of the loan to him.

The Provider states that the Complainant never had an entitlement to be offered a tracker interest rate on his mortgage loan account. It refers to **General Mortgage Loan Approval Condition 5** which provided that at the end of the fixed interest rate period the mortgage would convert to a variable rate. The Provider submits that the relevant provisions of the Complainant's mortgage loan account which specify the interest rates applicable at the end of the fixed rate periods in **2003, 2005 and 2006** "*provide an entitlement to both the Bank and the Complainant to apply a variable rate of interest to the account at the end of a fixed rate period.*"

The Provider details that the Complainant's initial fixed rate period expired on **22 April 2003** and the Complainant opted for a further 2-year fixed interest rate of 3.75%, which was applied to the Complainant's mortgage loan account on **22 April 2003**.

The Provider submits that the fixed rate of 3.75% applied to the mortgage loan account until **22 April 2005** "*when the account changed by default to the variable rate of 3.55%.*" The Provider submits that it subsequently received the Complainant's signed options form which indicated the Complainant's selection of a further fixed rate period of one year at 3.60%, which the Provider applied to the account on **25 April 2005**.

The Provider details that when this fixed rate period ended on **25 April 2006**, the mortgage loan account automatically defaulted to the current variable rate of 3.85%. The Provider states that it did not offer the Complainant a tracker interest rate in **April 2006**.

The Provider submits that it sent a letter and rate options form to the Complainant "*on or about*" 20 days before expiry of the fixed rate period which was due to expire on **25 April 2006**. It states that this correspondence was issued automatically by the Provider's processing system to remind the Complainant that the fixed rate was due to expire and providing a list of interest rate options for selection by the Complainant, including fixed rates for 3-, 5- and 10-year terms and the standard variable rate. The Provider details that the letter also stated that if the Complainant did not choose an option, his mortgage loan account would default to the Provider's standard variable rate.

The Provider states that as it has no record of receiving a signed options form from the Complainant, his loan defaulted to the Provider's standard variable rate of 3.85% on **25 April 2006** and remained on this rate until the mortgage loan was redeemed on **21 September 2015**.

The Provider states that on **10 April 2006** it introduced a new form of options letter for customers whose fixed rate period was due to expire and who did not have an entitlement to be offered a tracker rate on expiry of the fixed rate period. The Provider submits that in this letter there was a list of fixed rate options and a variable rate option.

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The Provider further submits that this letter also contained a line which *“invited the customer to contact a particular telephone number if they were interested in information regarding the Bank’s Tracker rates.”* It submits that *“As the Complainant’s options letter issued before the date of the introduction of this form of letter, he did not receive this form. This form of options letter was used for a number of weeks before a further development in respect of a tracker rate offering for customers who did not have an entitlement to a tracker rate option at the end of a fixed rate period.”*

The Provider details that in **mid-2006** it introduced *“a new form of automated maturity options letters”* for customers who did not have a contractual entitlement to be offered a tracker rate of interest. It details that in this letter, the interest rate options for such customers included a tracker rate option. The Provider submits that as the Complainant’s options letter issued *“on or about” 5 April 2006*, the tracker rate option was not in the letter.

The Provider submits that it introduced tracker interest rate loans for new mortgage business in **early 2004**. It outlines that therefore, in addition to the other fixed and variable rates which the Provider was then offering as an initial rate of interest to mortgage loan applicants, the Provider could offer an applicant a tracker rate of interest. The Provider states that in **mid-2006**, it introduced a policy of offering a tracker rate of interest to its existing customers who were maturing from a period of a fixed rate of interest and whose contract did not specify an entitlement to be offered a tracker rate at maturity. It states that this initiative was taken against the backdrop of the competitive mortgage market at that time. It states that for a period in **mid-2006**, while the options listed in the options letter included the offer of a tracker interest rate, the variable rate was applied as the default interest rate. It states that from **mid-2006** until **mid-2009**, the options letters stated that in the absence of a customer selection, the tracker variable rate would be applied as the default rate. The Provider states that after **mid-2009** it continued to offer and/or apply tracker rates to maturing fixed rate loans where customers had a contractual right to a tracker interest rate.

The Provider submits that the Complainant’s 1-year fixed rate matured on **25 April 2006** and the Provider had not at that time introduced a policy of offering a tracker rate to its existing customers who were maturing from a period of a fixed rate of interest. It states that the Complainant’s options were issued to him *“on or about” 5 April 2006* and that *“no tracker rate option was included in options letters sent by the Bank to customers who did not have a contractual right to a tracker until [mid] 2006.”*

The Provider submits that *“there is no basis for the Complainant’s assertion that the Bank was obligated to apply the tracker rate to his mortgage loan account in April 2006 for any reason, including whether or not it was the most favourable rate at that time.”* The Provider states that the terms and conditions of the Complainant’s mortgage did not include an entitlement to a tracker rate at any time during the mortgage term. It submits that it changed its default rate option from a standard variable rate to a tracker variable rate in respect of loan accounts with no contractual obligation to a tracker rate option at fixed rate maturity with effect from **mid-2006** because of *“financial market competitive reasons and not because of an obligation.”*

The Complaint for Adjudication

The complaints for adjudication are;

- (a) The tracker rate should have been applied to the Complainant’s mortgage loan account as the default rate at the end of the fixed rate period in **April 2006**.
- (b) The Provider has not furnished any documentary evidence to support its assertion that a tracker interest rate was not available to the Complainant in **April 2006**.

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 do 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 are sufficient to enable a Decision to be made in this complaint without the necessity for holding an Oral Hearing.

A Preliminary Decision was issued to the parties on **19 May 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.

Following the issue of my Preliminary Decision, the Provider made a further submission by way of e-mail to this office on **9 June 2021**, a copy of which was exchanged with the Complainant for his consideration. The Complainant made no further submission.

Having considered these additional submissions and all of the submissions and evidence furnished to this office, my final determination is set out below.

Before dealing with the substance of the complaint, I note the application for the mortgage loan was submitted by the Complainant to the Provider through a third party Broker. As this complaint is made against the Respondent Provider only, it is the conduct of this Provider and not the Broker which will be investigated and dealt with in this Decision. The Complainant was informed of the parameters of the investigation by this office, by letter, which outlined as follows;

“In the interests of clarity, the complaint that you are maintaining under this complaint reference number is against [the Provider] and this office will not be investigating any conduct of the named Broker in the course of investigating and adjudicating on this complaint.”

Therefore, the conduct of the third party Broker engaged by the Complainant, does not form part of this investigation and Decision for the reasons set out above.

In order to determine this complaint, it is necessary to review and set out the relevant provisions of the Complainant’s loan documentation. It is also necessary to set out the details of certain interactions between the Complainant and the Provider in or around **April 2006**.

The **Letter of Approval** dated **11 March 2002** details as follows;

<i>"Loan Type:</i>	<i>1 Year Fixed Rate Home Loan</i>
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...

<i>Purchase Price/Estimated Value:</i>	<i>EUR 240,999.99</i>	<i>/ IRE 189,802.92</i>
<i>Loan Amount:</i>	<i>EUR 205,000.00</i>	<i>/ IRE 161,450.62</i>
<i>Interest Rate:</i>	<i>3.95%</i>	
<i>Term:</i>	<i>25 year(s)"</i>	

Special Condition A to the **Letter of Approval** details as follows;

"GENERAL MORTGAGE LOAN APPROVAL CONDITION 5 "CONDITIONS RELATING TO FIXED RATE LOANS" APPLIES IN THIS CASE. THE INTEREST RATE SPECIFIED ABOVE MAY VARY BEFORE THE DATE OF COMPLETION OF THE MORTGAGE."

General Condition 5 of the **General Mortgage Loan Approval Conditions** details as follows;

"5.1 The interest rate applicable to this advance shall be fixed from the date of the advance for the period as specified in the Letter of Approval and thereafter will not be changed at intervals of less than one year.

5.2 The interest rate specified in the Letter of Approval may vary before the date of completion of the Mortgage.

5.3 Whenever repayment of a loan in full or in part is made before the expiration of the Fixed Rate Period the applicant shall, in addition to all other sums payable, as a condition of and at the time of such repayment, pay whichever is the lesser of the following two sums:

(a) A sum equal to one half of the amount of interest (calculated on a reducing balance basis) which would have been payable on the principal sum desired to be repaid for the remainder of the Fixed Rate Period, or

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(b) A sum equal to [the Provider's] estimate of the loss (if any) occasioned by such early repayment, calculated as the difference between on the one hand the total amount of interest (calculated on a reducing balance basis) which the applicant would have paid on the principal sum being repaid to the end of the Fixed Rate Period at the fixed rate of interest, and on the other hand the sum (if lower) which [the Provider] could earn on a similar principal sum to that being repaid if [the Provider] loaned such sum to a Borrower at its then current New Business Fixed Rate with a maturity date next nearest to the end of the Fixed Rate period of the loan, or part thereof, being repaid.

5.4 Notwithstanding Clause 5.1 [the Provider] and the applicant shall each have the option at the end of each fixed rate period to convert to a variable rate loan agreement which will carry no such redemption fee."

The **General Mortgage Loan Approval Conditions** also outline;

IF THE LOAN IS A VARIABLE RATE LOAN THE FOLLOWING APPLIES:

"THE PAYMENT RATES ON THIS HOUSING LOAN MAY BE ADJUSTED BY THE LENDER FROM TIME TO TIME".

The **Acceptance of Loan Offer** was signed by the Complainant and witnessed by a Solicitor on **20 March 2002**. The Acceptance of Loan Offer states as follows:

"1. I/we the undersigned accept the within offer on the terms and conditions set out in

- i. Letter of Approval*
- ii. the General Mortgage Loan Approval conditions*
- iii. [the Provider's] Mortgage Conditions.*

copies of the above which I/we have received, and agree to mortgage the property to [the Provider] as security for the mortgage loan.

...

4. My/our Solicitor has fully explained the said terms and conditions to me/us."

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It is clear to me that the Letter of Approval envisaged a 1-year fixed interest rate of 3.95% and thereafter the option of a variable rate. The variable rate in this case made no reference to varying in accordance with variations in the ECB refinancing rate, rather it was a variable rate which could be adjusted by the Provider. The Complainant accepted the Letter of Approval having confirmed that it had been explained to him by his solicitor on **20 March 2002**.

I note that the Provider issued a **rate options form** to the Complainant prior to the expiry of the 1-year fixed interest rate period in **April 2003** which provided a list of interest rate options available to the Complainant to select.

The rate options form signed by the Complainant on **16 April 2003** has been furnished in evidence and details as follows;

"ONLY ONE OPTION MAY BE TICKED

Re: XXXXXX6013

**Monthly
Repayment *
EUR*

<i>--- Variable rate</i>	<i>- Currently; 4.05%</i>	<i>1087.39</i>
<i>--- 1 year fixed rate</i>	<i>- Currently; 3.75%</i>	<i>1054.63</i>
<i>--- 2 year fixed rate</i>	<i>- Currently; 3.75%</i>	<i>1054.63</i>
<i>--- 3 year fixed rate</i>	<i>- Currently; 3.95%</i>	<i>1076.41</i>
<i>--- 5 year fixed rate</i>	<i>- Currently; 4.50%</i>	<i>1137.54</i>
<i>--- 7 year fixed rate</i>	<i>- Currently; 4.90%</i>	<i>1183.14</i>
<i>--- 10 year fixed rate</i>	<i>- Currently; 5.30%</i>	<i>1229.66"</i>

The Complainant completed and signed the **rate options form** on **16 April 2003** and selected the 2-year fixed interest rate of 3.75%.

I note that prior to the expiry of the 2-year fixed interest rate period in **April 2005**, the Provider issued a rate options form to the Complainant which provided a list of interest rate options available for the Complainant to select.

The **rate options form** signed by the Complainant on **14 April 2005**, has been furnished in evidence, and details as follows:

"ONLY ONE OPTION MAY BE TICKED

Re: XXXX6013

**Monthly
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		Repayment * EUR
--- Variable rate	- Currently; 3.55%	1034.97
--- 1 year fixed rate	- Currently; 3.60%	1039.96
--- 2 year fixed rate	- Currently; 3.74%	1054.01
--- 3 year fixed rate	- Currently; 3.95%	1075.27
--- 5 year fixed rate	- Currently; 4.44%	1125.80
--- 7 year fixed rate	- Currently; 4.99%	1184.03
--- 10 year fixed rate	- Currently; 5.35%	1222.99"

I note that the Complainant signed the options form on **14 April 2005** and selected the 1-year fixed interest rate option of 3.60%. The rate options form was stamped received by the Provider on **26 April 2005**.

The Provider has submitted that in or around **5 April 2006**, approximately twenty days prior to the expiry of the fixed rate period in **April 2006** it automatically issued a **rate options letter** and **rate instruction form** to the Complainant containing the currently available rate options, which it states did not include a tracker interest rate option. It is disappointing that a copy of the rate options letter and form that purportedly issued to the Complainant has not been furnished in evidence to this office.

Provision 49 of the **Consumer Protection Code 2006** governs retention of records and was not effective until **01 July 2007**. In these circumstances, while I am disappointed that the Provider has failed to retain any records relating to the rate change in **April 2006**, there was no breach of the CPC 2006.

The Complainant has submitted that his recollection is that there was a tracker interest rate option outlined in the rate options letter and form purportedly issued to him by the Provider in or around **April 2006**.

The Provider, in its post Preliminary Decision submissions dated **9 June 2021**, submitted a copy of a template options letter and form "*that would have been issued to the Complainant 20 days prior to 05 April 2006 when his fixed rate was coming to an end*". While I acknowledge that this is not the exact options letter and form that issued to the Complainant, I note that the options letter that purportedly issued to the Complainant at that time states that "*if we do not receive a written instruction from you in relation to the above on or before [date], your loan will automatically be switched to the current variable rate and interest will be calculated on a monthly basis*".

The Provider has submitted a copy of its **lending interest rates document** stated as being effective from **22 March 2006**.

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This document details as follows:

LENDING INTEREST RATES

EFFECTIVE FROM THE START OF BUSINESS ON THE 22ND MARCH 2006

	RATE	APR
Repayment Home Loans		
Variable Rate	3.85%	3.9%
1 Year Fixed Rate	3.90%	3.9%
2 Year Fixed Rate	3.99%	4.0%
3 Year Fixed Rate	4.29%	4.1%
4 Year Fixed Rate	4.29%	4.1%
5 Year Fixed Rate	4.29%	4.1%
7 Year Fixed Rate	4.55%	4.4%
10 Year Fixed Rate	4.70%	4.6%
Rates applicable to new Home Loans		
1 Year Discounted Variable Rate	3.19%	3.8%
1 Year Discounted Variable Rate (when borrowing <50% of the property value)	2.99%	3.8%
2 Year Discounted Variable Rate	3.49%	3.7%
1 Year Fixed Rate	3.45%	3.9%
2 Year Fixed Rate	3.84%	3.9%
3 Year Fixed Rate	4.19%	4.0%
Tracker Mortgage (Home Loan and Residential Investment Property)		
Loan Amount €150,000 - €249,999	3.75%	3.8%
Loan Amount of €250,000 - €749,999	3.60%	3.7%
Loan Amount of €750,000 or more	3.40%	3.5%
Endowment Home Loans		
Rates applicable to Endowment Home Loans where available are the same as the above.		

It appears from this document that tracker interest rates were available from the Provider from **22 March 2006**. This contradicts the Provider's submission that a tracker interest rate would not have been offered to the Complainant in or around **5 April 2006**.

The Provider, in its post Preliminary Decision submissions dated **9 June 2021**, states as follows:

"The Bank notes the Ombudsman's comments included in the Preliminary Decision which suggests that there is a contradiction with regard to the availability of a tracker rate for the Complainant in or around 05 April 2006. The Ombudsman has stated that the interest rate listing provided by the Bank indicates the availability of a tracker rate, however, in its response to the complaint the Bank stated that a tracker rate would not have been offered to the Complainant in or around 05 April 2005.

...

The Bank has enclosed a copy of a template of the options letter and form that would have been issued to the Complainant 20 days prior to 05 April 2006 when his fixed rate was coming to an end. The letter clearly informed the Complainant that in the absence of a signed options form the mortgage would default to the current variable rate on maturity".

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I note that the interest rate options listed in the copy of the template options form submitted by the Provider in its post Preliminary Decision submissions dated **9 June 2021** do not include a tracker interest rate option but include a variable interest rate option and fixed rate options for 1-,2-,3-, 5-, 7- and 10-year terms.

In relation to the **lending interest rates document** stated as being effective from **22 March 2006**, the Provider, in its post Preliminary Decision submissions dated **9 June 2021**, further explains that:

“The Tracker Mortgage rates included in this rate sheet were quoted under the section marked, ‘Rates applicable to new Home Loans’. As the Complainant’s mortgage was an existing home loan with no contractual entitlement to a tracker rate, he would not have been offered a tracker rate option at the end of the fixed rate period in April 2006. The Bank therefore submits that there is no contradiction in relation to the availability of a tracker rate for the Complainant.”

I welcome the Provider’s clarification in this regard and note that the Provider remains of the view that a tracker interest rate option was not available to the Complainant as an existing customer in **April 2006** upon the expiry of the fixed rate period.

In any event, I note that the Complainant has submitted that he *“did not sign the April 2006 options letter at the time.”* Therefore, it is not in dispute between the parties that the options form was not signed by the Complainant at the time electing to apply any interest rate to the mortgage loan and the mortgage loan account was automatically switched to the standard variable rate of 3.85% on the expiry of the initial 1-year discounted variable interest rate period in **April 2006**.

Having considered the mortgage loan documentation, it is my view that the Complainant did not have a contractual entitlement to a tracker interest rate at the end of the fixed rate period which applied from **April 2005 to April 2006**.

It would have been a matter of commercial discretion for the Provider to offer the Complainant the option of a tracker interest rate on the mortgage loan. The Provider has summarised its policy at the time as follows;

“... [in mid] 2006, the Bank introduced a policy of offering a tracker rate of interest to its existing customers who were maturing from a period of a fixed rate of interest although their loan contract did not specify an entitlement to be offered a tracker rate at maturity (this initiative was taken against the backdrop of the competitive mortgage market at that time).

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Therefore, a Tracker mortgage rate was included in the list of options in the automated options letter issued to a customer in the month prior to the date of maturity of the fixed rate period. Between [...] 2006 and [...] 2006 while the options letter included the offer of a tracker interest rate, in the absence of a customer selection, the variable rate was applied to the mortgage as the default interest rate. From [mid] 2006 until [mid] 2009, in the absence of a customer selection the tracker interest rate was applied to the mortgage as the default interest rate.

While the Bank ceased offering the tracker mortgage interest rate in [mid] 2008 to new business, it continued until [mid] 2009 its policy of offering a tracker interest rate maturity option to existing fixed rate customers whose contracts did not contain an entitlement to be offered a tracker rate, at maturity of an existing fixed rate period.

After [mid] 2009, the Bank continued to offer and / or apply Tracker rates to maturing loans where customers had a contractual right to same.”

It is important for the Complainant to understand that he did not have a contractual or other entitlement to a tracker interest rate on his mortgage loan account, and accordingly, there was no contractual or other obligation on the Provider to offer the Complainant a tracker interest rate on the mortgage account in **April 2006**, or at any other time, even if he had contacted the Provider and requested that a tracker interest rate be applied to the mortgage loan account.

I do not accept that there was any obligation on the Provider to offer a tracker interest rate to the Complainant or to apply a tracker interest rate to his mortgage loan as the default rate in **April 2006**, because it was the most “*favourable*” rate, as the Complainant has submitted. If the Complainant wished to pursue the potential option of applying a tracker interest rate on the mortgage loan account, the Complainant could have contacted the Provider at this time.

It would then have been a matter of commercial discretion for the Provider as to whether it wished to accede to any such request made by the Complainant to apply a tracker interest rate to the mortgage loan. It was entirely within the Provider’s rights and commercial discretion whether to accede to that request, if it was made. It appears from the evidence before me that Complainant did not request that the Provider apply a tracker interest rate to his mortgage loan at any point in time. In any event, as I have already stated, even if he had, there was no obligation on the Provider to accede to such a request.

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For the reasons set out 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**

12 July 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.