



<b><u>Decision Ref:</u></b>	2021-0459
<b><u>Sector:</u></b>	Banking
<b><u>Product / Service:</u></b>	Repayment Mortgage
<b><u>Conduct(s) complained of:</u></b>	Delayed or inadequate communication Dissatisfaction with customer service Failure to process instructions in a timely manner Errors in calculations
<b><u>Outcome:</u></b>	Upheld

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

The Complainants have a mortgage with a bank (the “**Provider**”).

**The Complainants’ Case**

The Complainants state that the Provider inaccurately reported on their financial position to the Central Credit Register (“**CCR**”) during 2019 in relation to their Mortgage Loan Account number \*\*\*\*\*325. The Complainants assert that the consequence of the inaccurate reporting has been that third party finance providers have refused them credit. The Complainants also assert that they wished to “*restructure [their] existing home mortgage (Reduce interest rate from 4.5%) and also to fund a renovation of [the Complainants'] family home.*” The Complainants say that all payments were made on their mortgage account and that no restructuring or adjustments had been made by them. The First Complainant says he contacted the Provider several times to clarify the matter including 10 requests to the Provider seeking information on the nature of the anomalies on the Central Credit Register. During this time [the Complainant] contends that he experienced “*obstacles*” and “*evasion*” from the Provider.

The First Complainant submits that:

*"[the Provider] erroneously reported details of mortgage repayments to the Central Credit Register during 2019.*

*I am unsure exactly when this began but I was made aware of the issue when my wife and I applied to [Finance Provider] in June 2019 for a home mortgage application. The purpose of the application to [Finance Provider] was to both restructure our existing home mortgage (reduce interest rate from 4.5%) and also to fund a renovation of our family home. Ultimately, after many failed attempts to obtain clarification from [the Provider] on the issue, I was left with no option but lodge a formal complaint in Nov 2019. An acknowledgement that an error was indeed made by [the Provider] in my CCR report, was received by me in Dec 2019. Unfortunately, our credit application with [Finance Provider] was stalled for many months while I sought clarification on the issue of our CCR report. Finally, prior to receiving the clarification letter from [the Provider] in Dec 2019, [Finance Provider] refused to provide us with the credit that we had sought 7 months prior. These events led to enormous personal stress for my wife and I for nearly a year. Consequently, we unfortunately continue to pay excessively high mortgage repayments with [Finance Provider] and our home renovation has been stalled by nearly a year due to our credit application with [Finance Provider] being refused. I am certain that all of these issues are a direct consequence of [the Provider's] erroneous reporting on our CCR report."*

The First Complainant also submits that:

*"I wish to obtain financial compensation for the consequences of [the Provider's] erroneous reporting on our CCR report. 1. Our failure to obtain a reduction in our [Finance Provider] mortgage Interest rate from 4.5%. Our current repayments are 3151 euro per month on a mortgage of 525,000 euro. I estimate that at a very minimum we could have achieved savings of 1000 euro per month in the last 12 months - even with a modest interest rate reduction.  $12 \times 1000 \text{ euro} = 12,000 \text{ euro}$ . 2. We were seeking finance of 300,000 euro from [Finance Provider] to fund our home renovation. Our home is over 100 years old - it is in major need of modernisation to allow comfortable living for my wife and I along with our [number of children redacted]. [Finance Provider's] refusal of credit has delayed our renovation by a minimum of 6-9 months. We now have had to restart our mortgage application with another financial institution. Whilst I cannot put a precise financial figure on our home renovation – I can tell you that the personal stress that has resulted from this has been enormous."*

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By letter dated **30 March 2020**, the Complainant submits that:

*"In our initial dealings with [Finance Provider]; prior to CCR issues they indicated that at they would provide us with a new rate of 2.9% and also refinance 300,000 euro to fund our construction project. As a result of our refusal of credit from [Finance Provider], we have had to restart a new application for a home mortgage application with another institution. We continue to make higher mortgage interest repayments and our construction project has been delayed at the time of writing this letter by 9 over months."*

By letter dated **12 November 2020**, the First Complainant wrote to the Provider and said, among other things:

*"...Our family home has required urgent renovation works for some time, in order to provide a safe and healthy environment for our family to live in. With a view to carrying out essential repair works to our home, we made a mortgage application with another financial institution in the summer of 2019. We were subsequently asked by this financial institution, to clarify what change had occurred in our above [Provider] mortgage in July and August 2019 - as per our CCR Report. We were completely unaware of any change in the repayment arrangement - from our viewpoint, no change had occurred. To be clear, repayments on our [Provider] mortgage for both months were made in full and on time and without any change to our repayment arrangement. After many months of correspondence with [Provider] and a failure to obtain clarity, we lodged a formal complaint to [Provider] Complaints Dept in Nov 2019. On the 20th Dec 2019, [Provider] acknowledged that an error had occurred and that this simple issue would be rectified on our CCR (included)... In the 15 months elapsed since this issue first arose, my wife and I have subsequently been refused credit by two financial institutions because of our inability to provide clarity in regards to an erroneous entry on our CCR. As a result, our family will now face another winter in a home in poor repair and in desperate need of renovation works. I cannot express how stressful this entire experience has been for my wife and I for over a year."*

The Complainants assert on **2 December 2020** that "*astonishingly 12 months later*" the Provider has "*failed to correct the error*" on the Central Credit Register. The Complainants want the Provider to amend their Central Credit Register record for 2019/2020, and to pay compensation for delaying their attempts to acquire a reduced interest rate "*in the last 12 months*" approximately "*€12,000.00.*" The Complainants also seek compensation for the delay in starting renovation works and the "*personal and financial stress*" that this matter has caused them.

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

The Provider's submits in its **Final Response Letter of 20 December 2019**, that there was a "CCR technical issue in relation to the restructure event field." The Provider also submits that it "is limited in the steps it can take in both investigating and remedying the issue, because the only way for it to lawfully access the First Named Complainant's CCR record is in the context of an application for credit." The Provider confirms that the mortgage account \*325 was not restructured in **September 2019**. The Provider "acknowledged serious customer service failures with regard to the CCR errors and certain aspects of communication." The Provider contends that the Complainants' mortgage loan account was subject to an alternative repayment arrangement for a period of 60 months commencing in November 2014 (the 'ARA'). The Provider also asserts that "the existence of the ARA itself is a more likely reason for the declining of credit than the mis-reporting or the non-reporting of same".

In its **Final Response Letter** dated **20 December 2019**, the Provider asserts that:

*"I have investigated this on your behalf with our Credit Bureau Team and I have been advised that there was a CCR technical issue in relation to the restructure event field. A change was required to the mappings and this was implemented in September 2019. We will submit an amendment form for this account to correctly reflect this on the basis that this is a CCR technical issue.*

*For clarification I can confirm that forbearance of reduced repayments on the above mentioned mortgage account of €735.00 was set up on the 23 December 2014 and will expire on the 23 December 2019 this account was not restructured in September 2019."*

The Provider submits that:

*"The present complaint concerns a series of errors in the 'restructure event' column in the First Named Complainant's CCR record. A restructure event refers to a modification made to a credit agreement, such modification often arising from financial distress. In this case, the Complainants' mortgage loan account was subject to an alternative repayment arrangement for a period of 60 months commencing in November 2014 (the 'ARA'). For every month the ARA was in effect, the restructure event field for each such month in the First Named Complainant's CCR record ought to have read 'Reduced Payment > 12 months'.*

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*For the sake of completeness, the Provider can confirm that the Complainants fully adhered to the ARA and recommenced full capital-and-interest repayments in January 2020 on expiry of the arrangement. On 24 April 2019, the Provider identified a restructure event reporting error that affected a number of mortgage loan accounts, including the mortgage loan account the subject of the present complaint. In relation to the Complainants' mortgage loan account in particular, an explanation for the reporting error is as follows. When the Provider carries out its monthly CCR submission process, data is transposed onto the CCR system from the Provider's systems. In September 2017, extra columns were added to the Complainants' forbearance file, being the file on the Provider's systems containing data in relation to the ARA. This resulted in 'mapping errors' when it came to transposing the data to the CCR; that is, the restructure event column on the Provider's system did not correspond to that of CCR, meaning that, rather than each relevant month reporting as 'Reduced Payment > 12 months', they reported as 'Not applicable', there being no data in the corresponding column in the Provider's systems. These mapping errors were rectified on the Provider's systems in September 2019."*

*The first amendment to the First Named Complainant's CCR record was submitted by the Provider on 9 August 2019, with further amendments being submitted over the following 18 months; details are as follows.*

*9 Aug 2019. - An amendment was submitted to the CCR to change the restructure event for every month between June 2017 and May 2019 (except for July and August 2017, which were reporting correctly) to "Reduced Payment > 12 months".*

*6 Sep 2019 - An amendment was submitted to the CCR to change the restructure event for June 2019 to "Reduced Payment > 12 months".*

*20 Dec 2019 - An amendment was submitted to the CCR to change the restructure event for every month between June 2017 and November 2019 to "Interest only for > 12 months". This was an error.*

*17 Jan 2020 - An amendment was submitted to the CCR to change the restructure event for July and August 2019 to "Reduced Payment > 12 months".*

*9 Oct 2020 - An amendment was submitted to the CCR to change the restructure event for June and July 2019 to "Interest only for > 12 months". This was an error.*

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*16 Feb 2021 - An amendment was submitted to the CCR to change the restructure event for every month between June 2017 and November 2019 to "Reduced Payment > 12 months".*

*As the Provider's most recent amendment submission on 16 February 2021 was successful, it is hoped that the CCR has rectified the error; however, the Provider is limited in the steps it can take in both investigating and remedying the issue, because the only way for it to lawfully access the First Named Complainant's CCR record is in the context of an application for credit."*

This complaint concerns a series of errors in the 'restructure event' column of the **CCR Report** which led to an incorrect **CCR Report** being uploaded for the Complainants. The Provider accepts this but does not accept that this led directly to the denial of credit by a third party. The Provider submits that *"no reasonable analysis of the circumstances of the present case could lead to the conclusion that it was responsible for any financial loss to the Complainants."*

#### **The Complaint for Adjudication**

The complaint is that the Provider has:

1. Wrongfully and/or unreasonably caused and/or permitted and/or contributed to the reporting of an incorrect notification to the Central Credit Register between June 2019 and December 2020 in respect of the Complainants' loan account no. \*325;
2. Failed to rectify the error and respond to the Complainants in a reasonable time frame, showing an unacceptable level of Customer Service.

#### **Decision**

During the investigation of this complaint by this Office, the Provider was requested to supply its written response to the complaint and to supply all relevant documents and information. The Provider responded in writing to the complaint and supplied a number of items in evidence. The Complainants were given the opportunity to see the Provider's response and the evidence supplied by the Provider. A full exchange of documentation and evidence took place between the parties.

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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 5 November 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.

Sections 2.2., 2.4 and 2.8 of the **Consumer Protection Code 2012 (as amended)** are relevant and say as follows:

*"A regulated entity must ensure that in all its dealings with customers and within the context of its authorisation it: ...*

*2.2 acts with due skill, care and diligence in the best interests of its customers; ...*

*2.4 has and employs effectively the resources, policies and procedures, systems and control checks, including compliance checks, and staff training that are necessary for compliance with this Code; ... [and]*

*2.8 corrects errors and handles complaints speedily, efficiently and fairly."*

Sections 10.9 and 10.10 of the **Consumer Protection Code 2012 (as amended)** are also relevant and say as follows:

*"10.9 A regulated entity must have in place a written procedure for the proper handling of complaints.*

*This procedure need not apply where the complaint has been resolved to the complainant's satisfaction within five business days, provided however that a record of this fact is maintained. At a minimum this procedure must provide that:*

- a) the regulated entity must acknowledge each complaint on paper or on another durable medium within five business days of the complaint being received;*
- b) the regulated entity must provide the complainant with the name of one or more individuals appointed by the regulated entity to be the complainant's point of contact in relation to the complaint until the complaint is resolved or cannot be progressed any further;*
- c) the regulated entity must provide the complainant with a regular update, on paper or on another durable medium, on the progress of the "investigation of the complaint at intervals of not greater than 20 business days, starting from the date on which the complaint was made;*
- d) the regulated entity must attempt to investigate and resolve a complaint within 40 business days of having received the complaint; where the 40 business days have elapsed and the complaint is not resolved, the regulated entity must inform the complainant of the anticipated timeframe within which the regulated entity hopes to resolve the complaint and must inform the consumer that they can refer the matter to the relevant Ombudsman, and must provide the consumer with the contact details of such Ombudsman; and*
- e) within five business days of the completion of the investigation, the regulated entity must advise the consumer on paper or on another durable medium of:*
  - i) the outcome of the investigation;*
  - ii) where applicable, the terms of any offer or settlement being made;*
  - iii) that the consumer can refer the matter to the relevant Ombudsman, and*
  - iv) the contact details of such Ombudsman.*

*10.10 A regulated entity must maintain an up-to-date log of all complaints from consumers subject to the complaints procedure.*

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*This log must contain:*

- a) details of each complaint;*
- b) the date the complaint was received;*
- c) a summary of the regulated entity's response(s) including dates;*
- d) details of any other relevant correspondence or records;*
- e) the action taken to resolve each complaint;*
- f) the date the complaint was resolved; and*
- g) where relevant, the current status of the complaint which has been referred to the relevant Ombudsman."*

I also note the content of Section 8.11 of the **Consumer Protection Code 2012 (as amended)** are also relevant and say as follows:

*"Where a regulated entity reaches an agreement on a revised repayment arrangement with a personal consumer, the regulated entity must, within five business days, provide the personal consumer, on paper or on another durable*

*medium, with a clear explanation of the revised repayment arrangement and clarification on what data relating to the consumer's arrears will be shared with the Irish Credit Bureau or any other relevant credit reference agency."*

The Provider submits that:

*"The CCR was established by the Central Bank pursuant to section 5 of the Credit Reporting Act 2013 (the '2013 Act'); it is a national database of customer and credit information that stores information on loans (including mortgages, overdrafts and credit cards) of €500.00 or more. Under the 2013 Act, financial service providers (referred to as 'credit information providers') are required to report subject data (i.e. personal information relating to a customer) and contract data (i.e. credit agreement information) to the CCR every month. Subject and contract data is extracted from the Provider's systems on the last calendar day of each month and is sent to the CCR in a monthly submission process."*

The Provider asserts that:

*"the Complainants claim that the errors in the First Named Complainant's CCR record were the reason for their being refused an interest rate reduction as well as additional finance from a third party provider.*

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*The Provider respectfully submits that this claim does not appear to be supported by any documentary evidence from the third party provider and that it therefore ought to be accorded little weight. By way of general comment, the Provider cannot see how the CCR errors would have reasonably resulted in the declining of credit, where the effect of those errors was either the mis-reporting of the specific type of restructure event or the non-reporting of the restructure event; it is also noted that the CCR report at no time showed any payments past due in respect of the Complainants' mortgage loan account. In the Provider's view, the CCR errors did not materially change the reporting of the fact that an ARA had been implemented on the Complainants' mortgage loan account.*

*Furthermore, any third party provider concerns arising from the CCR errors ought to have been assuaged by the letters of clarification issued by the Provider to the Complainants in November 2019. The first such letter of 6 November 2019 contained the following assurance:*

*'Please take this letter as confirmation that your mortgage accounts with [the Provider] remain up to date with no arrears as of 6th November 2019.'*

*The second such letter of 11 November 2019 contained the following assurances:*

*'Please take this letter as confirmation that your mortgage accounts ending in 3617 and 3931 remain up to date with no arrears as of 11th November 2019. Please note account ending in 5325 remains up to date with no arrears and is performing to the terms of the Alternative Repayment Arrangement (ARA) dated 24 November 2014. This ARA is due to expire on 23rd of December 2019 upon which the account will revert to Annuity repayments.'*

*The Provider cannot speak to how the CCR errors were in fact interpreted by the third party provider, and it does not believe that it would be appropriate for any other party to so surmise...the Provider respectfully submits that the existence of the ARA itself is a more likely reason for the declining of credit than the mis-reporting or the non-reporting of same."*

By email dated **11 November 2019**, the First Complainant said that:

*"I have received your amended letter. I continue to be puzzled as to why you appear to be deliberately evasive in clarifying a simple matter in relation to my [Provider] mortgages which I have clearly outlined below...My initial correspondence with you was simply to seek clarification as to the anomaly appearing on my CCR Report.*

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*You/[the Provider] have failed to clarify what this issue is and if indeed if the anomaly is stated in error. As I have stated on numerous occasions, the anomaly on my CCR report is an issue for another lender I am dealing with currently and I require clarification on this matter as a matter of urgency."*

By letter dated **6 November 2019**, the Provider wrote to the Complainant and said as follows:

*"We refer to recent correspondence from you requesting an up to date position on your mortgage accounts.*

*Please take this letter as confirmation that your mortgage accounts with [Provider] remain up to date with no arrears as of 6th November 2019."*

By letter dated **3 December 2020**, the First Complainant submits that:

*"As you have previously acknowledged in writing (December 2019) that an error did occur on my CCR (Letter included), could I ask that you please, please, please amend the error with the Central Credit Register, as a matter of urgency? The continued presence of the error on my CCR Report has left my wife and I, unable to obtain credit for nearly 18 months. Also, as I am sure you are aware, any decision of the Financial Services Ombudsman is likely to take many months. Surely, it is a simple matter to have this error amended? Amending the error will allow us to apply for credit that is urgently required by us."*

The Provider notes that:

*"the amended letter issued to the First Named Complainant on 11 November 2019 ought to have been sufficient to satisfy any prospective lender in relation to any CCR anomaly."*

I note the contents of the **Central Credit Register Credit Report** dated **13 September 2019**, including the Restructure Column data which reads *"Reduced Payment > 12 months"* between **June 2017** and **June 2019**. I note the occurrence of *'Not applicable'* instead of *'Reduced Payment > 12 months'* under the Credit Status Column. I note the Provider's submission that on **20 Dec 2019** that an amendment was submitted to the CCR to change the restructure event for every month between June 2017 and November 2019 to *"Interest only for > 12 months"* which was an error and also that on **9 Oct 2020** an amendment was submitted to the CCR to change the restructure event for June and July 2019 to *"Interest only for > 12 months"* which was an error.

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I note that the Provider's submission that *"the Complainants have not submitted documentary evidence relating to rejection by the Finance Provider or relating to applications to reduce their interest rate. I note the Provider's submission that it cannot see how the CCR errors would have reasonably resulted in the declining of credit, where the effect of those errors was either the mis-reporting of the specific type of restructure event or the non-reporting of the restructure event; it is also noted that the CCR report at no time showed any payments past due in respect of the Complainants' mortgage loan account."* I also note the Provider's submission that *"the existence of the ARA itself is a more likely reason for the declining of credit than the mis-reporting or the non-reporting of same and that the CCR errors did not materially change the reporting of the fact that an ARA had been implemented on the Complainants' mortgage loan account."*

I note that the Provider wrote to the Complainant on **6 November 2019** stating that *"your mortgage accounts with [Provider] remain up to date with no arrears as of 6th November 2019"* but I don't accept that this counteracts the mis-reporting on the Complainants' **CCR Report**.

I note the Complainants' contention that *"repayments on our [Provider] mortgage for both months were made in full and on time and without any change to our repayment arrangement."* I am satisfied that a technical error which arose during the CCR reporting of the Provider led to an incorrect *data being uploaded which meant that rather than each relevant month reporting as "Reduced Payment > 12 months", they reported as 'Not applicable.'* I am satisfied that the Provider bears the responsibility for this error and I note in particular that negative financial reporting has a particularly onerous effect on consumers. I am particularly concerned about the slow pace at which this issue was resolved and the tone of the Provider's correspondence.

A recording of a telephone call has been furnished in evidence and I have considered the content of this call and the audio evidence supplied was reviewed carefully. I note that the Provider has failed to furnish a number of telephone calls as it states that it cannot locate them.

In relation to Sections 2.2, 2.4 and 2.8 the **Consumer Protection Code 2012 (as amended)**, the Provider submits that:

*"In the context of the present complaint, the Provider fell far short of the high standard of customer service to which it holds itself.*

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*The Provider again respectfully submits that no reasonable analysis of the circumstances of the present case could lead to the conclusion that it was responsible for any financial loss to the Complainants by reason of their being refused an interest rate reduction or otherwise... This notwithstanding, the Provider acknowledges a series of unacceptable errors in the First Named Complainant's CCR record for which it bears responsibility. The Provider also acknowledges a number of customer service failures in the form of a failure to communicate these errors properly to the Complainants, and regrets that some correspondence went unanswered. The Provider appreciates that its various errors are likely to have caused the Complainants considerable stress and inconvenience."*

The Provider further states that:

*"As to the First Named Complainant's contention that he experienced 'obstacles, evasion and left numerous unanswered phone messages and emails', the Provider's response is as follows. As indicated above, the Provider does not have a record of the First Named Complainant raising a query in respect of his CCR record prior to 6 September 2019. If any action was taken or if there was a communication between the Provider and the First Named Complainant between 6 September 2019 and 1 November 2019, the Provider regrettably does not retain a record of same.... Subsequent to the present complaint being lodged with the FSPO on 13 May 2020, the Provider respectfully submits that it was entirely appropriate, as a matter of policy, not to respond substantively to the First Named Complainant's correspondence where same concerned the matter under adjudication by the FSPO. The above notwithstanding, the Provider notes that the First Named Complainant's letter of 30 March 2020 went unanswered. The Provider regrettably cannot proffer any explanation as to why it did not respond to same, and acknowledges this as a customer service failure."*

Regarding whether the Complainants were advised that a change was required to the mapping in **September 2019**, the Provider submits that:

*"The Provider regrettably retains no record of any relevant communication with the Complainants in or around September 2019."*

The First Complainant submits as follows by letter dated **30 March 2020**:

*"Over a prolonged period, from August to November 2019 I made over ten requests to obtain clarification from [Provider] as to the nature of any anomaly.*

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*Details of the above correspondence have been previously outlined by me in my complaint to [Provider] in November 2019. During this time I continued experience obstacles, evasion and left numerous unanswered phone messages and emails, in my attempts to obtain clarification.”*

I find that the Provider did not act with *due skill, care and diligence in the best interests of its customers*, did not comply with the **Consumer Protection Code 2012 (as amended)** and did not correct errors and handle complaints *speedily, efficiently and fairly*. In particular I note that the Provider failed to retain recordings of phone calls and respond in a timely manner to the Complainants.

In relation to Sections 10.9 and 10.10 of the **Consumer Protection Code 2012 (as amended)** the Provider submits that:

*“While the Provider has above acknowledged serious customer service failures with regard to the CCR errors and certain aspects of communication, the Provider is satisfied that –*

*apart from the failure to respond to the First Named Complainant's letter of 30 March 2020, which is addressed at Responses 4 and 12, above - the complaint itself was handled entirely appropriately and in full compliance with CPC. The Provider notes that the First Named Complainant formally lodged the present complaint with the Provider's complaints department on 11 November 2019. In accordance with Provision 10.9(a), the Provider issued a letter to the First Named Complainant within 5 business days, acknowledging receipt of his complaint, on 15 November 2019. In accordance with Provision 10.9(c), the Provider issued a letter to the First Named Complainant within 20 business days, informing him of the progress of his complaint, on 6 December 2019. In accordance with Provision 10.9(e), the Provider issued a Final Response Letter to the First Named Complainant within 40 business days, on 20 December 2019... The Provider respectfully submits that - except as already....- all such correspondence on its face demonstrates compliance with Provisions 10.9 and 10.10.”*

I am satisfied that the complaint itself was handled appropriately by the Provider and that no breach of Sections 10.9 and 10.10 of the **Consumer Protection Code 2012 (as amended)** occurred.

I also note that in relation to Section 8.11 of the **Consumer Protection Code 2012 (as amended)** that no information or clarification regarding what data relating to the Complainants' arrears was going to be shared with the CCR was communicated to them in advance of this occurring.

By email dated **18 February 2021**, the Provider offered an amount of €2,500 *in full and final settlement* of the complaint. This offer was declined by the Complainants by email on **23 February 2021**.

I accept that the Provider's financial reporting error led to an inaccurate and prejudicial **CCR Report** attaching the Complainants. I note that that third party financial providers were very likely to consider the **CCR Report** in their lending assessment. I am satisfied that the Complainants suffered serious inconvenience as a result of this inaccurate reporting. The Provider also acknowledges serious customer service failures with regard to the CCR errors and I find that the Provider did not make amends in a timely fashion in line with its obligations under the **Consumer Protection Code 2012 (as amended)**.

Therefore, I uphold this complaint.

I note the Provider has offered a sum of €2,500 to the Complainants. However, in the circumstances of this complaint, I do not believe this is sufficient. Incorrect reporting of a credit record is a very serious matter.

I believe a greater sum of compensation is merited. Therefore, I direct the Provider to pay a sum of €6,000 compensation to the Complainants.

### **Conclusion**

My Decision pursuant to **Section 60(1)** of the **Financial Services and Pensions Ombudsman Act 2017**, is that this complaint is upheld, on the grounds prescribed in **Section 60(2) (b)** that the conduct complained of was unreasonable.

Pursuant to **Section 60(4) and Section 60 (6)** of the **Financial Services and Pensions Ombudsman Act 2017**, I direct the Respondent Provider to make a compensatory payment to the Complainants in the sum of €6,000, to an account of the Complainants' choosing, within a period of 35 days of the nomination of account details by the Complainants to the Provider.

I also direct that interest is to be paid by the Provider on the said compensatory payment, at the rate referred to in **Section 22** of the **Courts Act 1981**, if the amount is not paid to the said account, within that period.

The Provider is also required to comply with **Section 60(8)(b)** of the **Financial Services and Pensions Ombudsman Act 2017**.

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**

1 December 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.