



<u>Decision Ref:</u>	2022-0162
<u>Sector:</u>	Banking
<u>Product / Service:</u>	Money Transfer (between accounts/between banks/3rd
<u>Conduct(s) complained of:</u>	Handling of fraudulent transactions Disputed transactions
<u>Outcome:</u>	Partially upheld

LEGALLY BINDING DECISION OF THE FINANCIAL SERVICES AND PENSIONS OMBUDSMAN

The Complainant holds an account with the Provider,

The Complainant's Case

The Complainant submits that in **July 2018** he negotiated the purchase of a Construction Vehicle ("CV") for the sum of **€8,168.92** (eight thousand, one hundred and sixty-eight euro and ninety-two cents) from a supplier based in the UK. The Complainant further submits that on Friday **27 July 2018**, at 10.18 am, he instructed that the payment be processed by the Provider, via online banking electronic transfer, for the purpose of purchasing the CV. This transfer left his bank account, held with the Provider, and went to the supplier's bank ("SB"), which is based in the UK.

The Complainant advises that he did not receive the CV from the supplier and that the SB contacted the Provider and informed it that the bank account "*was part of a fraudulent transaction and that funds were being withheld.*" The Complainant advises that he subsequently contacted the SB and requested the return of his funds however, he was informed that there were no funds available. After unsuccessful attempts to resolve the matter with the SB, the UK Police and the UK Ombudsman, the Complainant submits that he referred the matter to the Provider, and he says that it is an "*interbank problem*" and

contends that the Provider "*had a duty of care to me to protect me against a fraud they made me aware of.*"

The Complainant submits, by email dated **21 March 2021**, a timeline of events as follows:

"27 /7 /2017, Date of transaction.

30/7/2018, [SB] inform [Provider], of the fraudulent account., I receive a call from [Agent 1] of [Provider] to inform me of the call from [SB].

1/8/2018, [crime and fraud unit], contacted [SB], At this time there should have been a STOP on the payment.

2/8/2018, [The Provider] instructed a recall of the relevant payment,

*[]/8/2018, Document ***004, recall referral the recall of 2/8/2018, by email to ask fraud. Also, on page 2 of ***006, is a record of the call from [Provider] to me reporting the fraud.*

6/8/2018, [Provider], contacted me to get the name of the [Provider] official who informed me of the fraud, [details of Agent 1].

I subsequently contacted the Gardai who said it was outside the jurisdiction and to go to the U.K. authorities,

I contacted the U.K. Ombudsman and made the complaint, but was not within their remit, I then contacted [location in the UK] Police at [location in the UK] who investigated, Their investigations reveal that although [Company who sold the CV] are a legitimate company, their website had been hacked."

The Complainant states that he continues to seek the recovery of the monies "*on the basis that [the Provider] had sufficient time to cancel the payment and that they failed in their duty to me as a customer*" and he is "*seeking compensation for the payment of €8,168.92.*"

The Provider's Case

In its **Final Response Letter**, dated **9 August 2019**, the Provider submits that after the payment instructions were given by the Complainant on **27 July 2019**, and the funds were released from his account, the SB made contact with the Provider, to verify the authenticity of the payment.

The Provider submits that when it contacted the Complainant, the Complainant "*confirmed that the payment may be fraudulent.*" The Provider submits that a recall was placed on behalf of the Complainant on a "*best endeavour basis*" but the SB advised that no funds were available for return. The Provider contends that it did "*everything in its control to assist in retrieving the funds.*"

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In its **Final Response Letter**, dated **9 August 2019**, the Provider also stated, amongst other things:

Following a review of the information received in the original email from the beneficiary bank, I confirm that they stated they had frozen their customers account however, they did not confirm if there was any funds available to be returned. I note that you may have been informed that funds remained in respect of that payment, however, [the Provider] has no control over the information that was provided to you from external parties. The [Provider] received formal notification from the beneficiary bank that there were no funds available for return.... Please be advised that a request to recall funds is completed on a best endeavour basis and [Provider] is completely reliant on the beneficiary Bank to respond to the request. Please be assured that the [Provider] did everything in our control to assist in retrieving the funds.

I also note your comments in relation to requesting a 'final response' from my colleague, [Agent 2] where you state that you did not receive a response. On receipt of your complaint, I referred the matter to [Agent 2] who provided correspondence where you requested advice on how to proceed but did not mention requesting a final response. As per our procedures, [Agent 2] responding referring you to An Garda Síochána."

The Provider is satisfied that it "acted appropriately" and in accordance with its fraud investigation procedures.

In that regard, when responding to the formal investigation of this Office, the Provider confirmed the following timeline: -

- | | |
|-------------------------|--|
| Friday 27 July 2018 | The Complainant instructed an International Funds Transfer through the Provider's online platform to a specified bank account in the UK. |
| Monday 30 June 2018 | The Supplier Bank (SB) contacted the Provider's Group Financial Crime Unit (GFCU) due to concerns arising, because the name of the beneficiary did not match the records of the account held by the supplier bank. |
| Wednesday 1 August 2018 | The Provider's GFCU was advised by SB that the accountholder had given an explanation for the funds transferred in. (The |

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Provider says it understood that the funds had already been withdrawn from the account at that stage.)

Following this interaction with SB, an Agent of the Provider phoned the Complainant regarding the transaction. The Agent advised the Complainant that efforts would be made to recall the funds from the SB, but these efforts might not prove successful. The Complainant was further advised to contact the online banking platform to instruct a Payment Recall.

Thursday 2 August 2018

The Provider says: *“On foot of an instruction from the Complainant, the Provider instructed a recall of the relevant payment”*.

The Complaint for Adjudication

The complaint is that the Provider wrongfully failed to recall the funds transferred out of the Complainant's bank account on **27 July 2018**.

Decision

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

In arriving at my Legally Binding Decision, I have carefully considered the evidence and submissions put forward by the parties to the complaint. Having reviewed and considered the submissions made by the parties to this complaint, I am satisfied that the submissions and evidence furnished did not disclose a conflict of fact such as would require the holding of an Oral Hearing to resolve any such conflict. I am also satisfied that the submissions and evidence furnished were sufficient to enable a Legally Binding Decision to be made in this complaint without the necessity for holding an Oral Hearing.

A Preliminary Decision was issued to the parties on **13 April 2022**, outlining the preliminary determination of this office 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

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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 consideration of additional submissions from the parties, the final determination of this office is set out below.

I note that the **Complaint Form** submitted to this Office had indicated that the complaint was submitted on behalf of the Complainant's business (a limited company). The Complainant's submission of **16 April 2020** confirmed however that "*payment was from my personal bank account.*" As Complainant's account is a personal account, the complaint is made by the Complainant personally, not on behalf of a company.

I note that the Provider states that on Monday **30 July 2018** "*[SB] contacted [Provider's financial crime department] in [Northern Ireland] in relation to a payment they received on 30/07/2018. [SB] contacted [Provider] as they had concerns about their account as the Beneficiary Name and Address did not match their records.*"

I note that the Provider says that on Wednesday **1 August 2018**, its crime prevention unit contacted the SB which advised that the fraudster had informed the SB that the funds were from the fraudster's uncle who owed him money, and that the monies had been used to purchase a car. The Provider says that it "*accepts that the [fraudster's] explanation was false.*" I also note that the Provider says that by **1 August 2018** "*the funds had already been withdrawn from the supplier's bank.*"

The Provider says that its agent advised the Complainant that efforts would be made to recall the funds from the SB, but that these efforts might not prove successful, and the Provider instructed him to contact [Provider] Online to instruct a payment recall. I note that the Provider does not hold a recording of this phone call, and it submits the following account from its agent:

"At this time, I worked in Fraud Support in [Irish location] as a support to [Provider's financial crime department] who were based in [Irish location]. Our role was to contact customers whom [Provider's financial crime department] suspected had been debited inappropriately or where some fraud had been committed and their account compromised to get their version of events. I have a clear recollection of this case, as the customer was initially insistent that he had purchased a mini digger in good faith and that there was no way in which he could have been the victim of fraud. The customer initially did not believe me that he was a potential victim of fraud and did not act immediately himself to investigate or report the matter...

I advised the customer that we would endeavour to recall the funds from [SB], but advised, as I always did in such cases, that this would be done on a 'best efforts' basis

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and that this may not be possible given the timeframe that had elapsed. The customer was adamant that we would be able to successfully recall the funds...After the initial call, the customer called back several times to enquire as to where his funds were but refused to accept that they were irretrievable ...

I recommended that the customer report the crime to the Gardai but he responded that the machine was purchased in the UK and that this would therefore be fruitless."

The Complainant submits, by email dated **21 March 2021**, as follows:

"I never made the statement that 'there was no way in which he could have been the victim a/fraud.' Also 'the Complainant initially did not believe me that he was a potential victim of fraud and did not act immediately himself to investigate or report the matter.' This statement is untrue, I did take immediate action and requested [Provider Agent 1, telephone number] to halt the payment, this was on 30th July 2018." I was informed that the payment was frozen by [SB] on 30th July 2018 and to seek recovery."

I note the Provider's submission as follows:

"The Provider notes that the Complainant requested in this email that the Provider 'take up the matter with [the supplier's bank] to have the money recovered as [the supplier's bank] had informed [the Provider] that the money was held and not transferred to the account[.]' For the avoidance of doubt, the Provider can confirm that no such indication was given to it by the supplier's bank, nor did the Provider give any such indication to the Complainant."

I note that the Provider submits that on Thursday **2 August 2018**, "payment recall was issued" and that this was confirmed by the Provider' financial crime department a day later.

I note that the Provider submits that on **18 August 2018** the Complainant was advised that UK Police said that the owner of the seller business which sold construction vehicles had already reported to the Police that his internet site had been hacked, and stated that it was an international scam, that he had no knowledge of the CV in question, that he had not received any money, and that the bank account that received the money was not his. I note that the Provider submits that on **22 August 2018**, the SB reverted to advise that no funds remain in the fraudulent bank account, to which the funds had been transferred.

I note the contents of an email dated **13 Mar 2019** (responding to an email that the Provider cannot locate) in which the Provider advised the Complainant that it could progress his matter no further and that the matter needed to be taken up with the Gardaí. I accept that,

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at that point in time, this was not an unreasonable approach by the Provider in the circumstances.

The Provider relies on its [Provider] **Personal Account Terms & Conditions** (effective from **March 2018**) and well as the [Provider] **Online Banking Terms & Conditions** (effective from **January 2018**).

The Provider submits, in that regard, that *“the contractual relationship between the parties expressly excludes the Provider from any liability in circumstances such as these.”* The Provider relies on clause 6.1 of the [Provider] **Personal Account Terms & Conditions** which says follows:

“You are responsible for ensuring that instructions to pay money into and out of your Account are correct and accurate. We do not check whether any of the information is correct, for example, we do not check the name of the account given to us with a payment instruction.”

[My underlining for emphasis]

Clause 6.8 of the [Provider] **Personal Account Terms & Conditions** provides as follows:

“The financial institution where the payee's account is held controls payment into that account. We are not responsible for that.”

Clause 11.9 of the [Provider] **Personal Account Terms & Conditions** provides as follows:

“In the event we suspect or detect any fraud or unauthorised activity on your Account, we will advise you via phone call, SMS message or email as appropriate. If we deem it necessary we may block your Account and will advise you of the block and how it may be removed.”

Clauses 6.1, 6.2 and 6.4 of the [Provider's] **Online Account Terms & Conditions** provide as follows:

“6.1 You permit us to act on any instruction you give us, or which appears to have been given by you (including via an authorised TPP), whether submitted via [Online] Phone or Digital Banking. Other than provided at 6.4, you cannot withdraw this permission.

6.2 Once an instruction is received with the correct security credentials, you agree that we can act on it. You understand we do not make any more security checks ...

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6.4 You agree that all instructions ... are, subject to relevant Cut-Off Times, considered to be instructions for immediate processing, and are considered irrevocable. ...

You can ask us to cancel or amend any instruction, but we may not be able to do so. We will have no liability to you in respect of any such request to cancel or amend a previously issued instruction where we are unable to do so."

[My underlining for emphasis]

This transaction was also subject to Council Directive 2015/2366/EC, the Payment Services Directive 2 ("PSD2") which was introduced to Irish law by the European Union (Payment Services) Regulations, 2018 (the "Regulations").

Regulation 88 says as follows:

"Consent and withdrawal of consent

88. (1) A payment transaction is authorised by a payer only where the payer has given consent to execute the payment transaction.

(2) A payment transaction may be authorised by a payer either—

(a) prior to, or

(b) where agreed between the payer and the payment service provider, after, the execution of the payment transaction.

(3) Consent to execute a payment transaction or a series of payment transactions shall be given in the form agreed between the payer and the payment service provider concerned.

(4) Consent to execute a payment transaction may be given via a payee or a payment initiation service provider.

(5) Consent may be withdrawn by a payer until such time as the payment order concerned is irrevocable under Regulation 104.

(6) Consent to execute a series of payment transactions may be withdrawn by a payer, in which case a payment transaction scheduled to be executed after the date the consent is withdrawn shall be unauthorised.

(7) The procedure for giving consent shall be agreed between the payer and the payment service provider concerned."

Regulation 100 says as follows:

"Refunds for payment transactions initiated by or through a payee

100. (1) A payer is entitled to a refund from the payment service provider

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concerned of an authorised payment transaction which was initiated by or through a payee and which has already been executed, where both of the following conditions are satisfied:

(a) the authorisation did not specify the exact amount of the payment transaction when the authorisation was made;

(b) the amount of the payment transaction exceeded the amount the payer could reasonably have expected taking into account the previous spending pattern, the conditions in the framework contract concerned and any other relevant circumstances.

(2) At the payment service provider's request, a payer shall bear the burden of proving the conditions referred to in paragraph (1) are satisfied.

(3) A refund under paragraph (1) shall be of the full amount of the executed payment transaction....

(7) A payer and a payment service provider may agree in a framework contract that the payer has no right to a refund where—

(a) the payer has given consent to execute the payment transaction directly to the payment service provider, and

(b) where applicable, information on the future payment transaction was provided or made available in an agreed manner by the payment service provider or the payee to the payer not less than 4 weeks before the due date."

[My underlining for emphasis]

I accept the Provider's submission, that the payment was made to a bank account in the UK, held in the name of a third party which was, at the relevant time, impersonating the legitimate supplier of the CV, for the purpose of perpetrating a fraud on the Complainant. I note the contents of the Complainant's letter to the SB on **11 December 2018** which cites a crime number from the UK police. I also note the email supplied by the Complainant from the UK police confirming that they were investigating matters. It seems that the fraudster withdrew the funds, such that they were not retrievable through the only means available to the Provider, in its efforts to recall the money, and the Complainant has therefore suffered loss.

I note the Provider's submissions that it understood the relevant funds had been withdrawn from the SB, prior to the Provider being informed that there was any issue with the payment instruction, and "*certainly prior to the recall instruction.*" The Provider says in that regard that the "*reason for the Complainant's loss was the fraud perpetrated on him where the transaction was validly authorised and compounded by the supplier's bank releasing the funds to the supplier notwithstanding the discrepancies detailed.*" I note and accept the Provider's submission that "*fund recalls are attempted on a best-efforts basis only, and no*

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liability can be said to attach to the Provider by virtue of the attempt being unsuccessful in this instance."

I also note that the Provider submits that:

"it is difficult to see how the Provider can be said to be in any way responsible for the loss to the Complainant, where he instructed the payment to the relevant bank account in the UK; the Provider had no duty, legal or otherwise, to scrutinise the relevant transaction such that it would have been possible to prevent the loss suffered."

I note that the Provider says that by accepting the Provider **Online Terms & Conditions**, the Complainant agreed that the Provider would conduct no further security checks. I also note that the Provider says that the SB:

"credited the supplier's account with the relevant funds notwithstanding the discrepancy between the beneficiary name and the bank account number is a matter for the supplier's bank; the Complainant acknowledged this by accepting the Current Account Terms and Conditions."

The Provider adds that *"the Complainant agreed that the relevant payment was an irrevocable instruction."* The Provider also relies on Clause 6.2 of its **Online Terms & Conditions** to the effect that it was not obliged to *"conduct any checks before executing the relevant payment instruction"*. The Provider says that it *"was not on notice of any issue of concern prior to executing the payment instruction."*

I note the Provider's submission that *"given that the Provider contacted the Complainant upon being notified of the potential fraud on his account and attempted to recall the relevant funds, the Provider discharged and in fact exceeded its responsibilities towards him."* I also note the Provider's submission that *"it was under no obligation to report the relevant payment, either internally or to any relevant authority."*

I accept that Clause 6.1 of the **Personal Account Terms & Conditions** makes clear that *"we do not check whether any of the information is correct."* I also accept that Clause 6.1 of the **Online Account Terms & Conditions** provides that *"you permit us to act on any instruction you give us, you cannot withdraw this permission"*, whilst 6.4 says *"once an instruction is received with the correct security credentials, you agree that we can act on it. You understand we do not make any more security checks."*

In particular, I note that Clause 6.4 says *“you can ask us to cancel or amend any instruction, but we may not be able to do so. We will have no liability to you in respect of any such request to cancel or amend a previously issued instruction where we are unable to do so.”*

I am also conscious that Regulations 88 of the **Regulations** allows consent for a transfer to be agreed between a bank and a customer, and that the payment transfer at issue here, does not fall under the exceptions in Regulation **100**. The Provider correctly notes that the payment the subject of the present complaint was not a ‘disputed payment,’ in that *“the Complainant does not deny that same was authorised.”*

I am satisfied that the payment was authorised correctly, and that the Provider acted in accordance with its **Terms & Conditions**, particularly Clauses 6.1 and 6.4 of the **Online Terms & Conditions** and properly executed the payment instruction which the Complainant had given.

I note that Clause 11.9 of the **Personal Account Terms & Conditions** provides that if fraud is suspected *“we will advise you via phone call, SMS message or email as appropriate. If we deem it necessary, we may block your Account and will advise you of the block and how it may be removed.”* This clause does not impose a timeline on the Provider for dealing with suspected fraud.

I am satisfied however, that in such circumstances it is reasonable to expect that the Provider would act expeditiously with a view to assisting its customer, in this instance the Complainant, in limiting any potential loss arising from fraudulent activity. I note in that regard that on the basis of the Provider’s own timeline, it received a call on **Monday 30 July 2018** and was aware of concerns raised by the SB, in circumstances where the name given for the beneficiary account did not match the SB’s records.

It is unclear to me as to why no contact was made with the Complainant at that time, nor indeed is it clear as to why, following the telephone communication between the Provider and the Complainant 1 August 2018, no recall of the funds was implemented at that time.

I note the Provider’s submission that, the Provider contacted the supplier's bank, and received the following response on **22 August 2018**:

“we have paid as instructed to the sorting code and account number stated on your instruction on 30/07/2018 under ref f/flow [Complainant name] for GBP 7,073.00. however it has now come to our attention retrospectively that the beneficiary name and account number differ. we cannot provide any details about the account credited due to privacy laws. we are endeavour/ng to retrieve the funds and we will revert as soon as we have any further developments.”

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I note that the Provider received the following further response from the supplier's bank on **31 October 2018**:

"we have endeavoured to retrieve these funds however we have been advised that no funds remain from this payment. we are therefore in this instance unable to return any funds to you. we can only suggest that if the remitter wishes to pursue this matter that they do so via external means we close our file."

The evidence confirms that the Provider was notified of the fraud concern on Monday **30 July 2018**, but the evidence indicates that transfer may not have been recalled until the **3 August 2018**, four days later. I note in that respect that the Provider system notes contain an entry on **2 August 2018** to the effect: *"can a recall be put through,"* and indeed this is the date confirmed by the Provider to this Office, that *"the Provider instructed a recall of the relevant payment"* when it was responding to the formal investigation of this Office.

The evidence however also includes within the Provider's records from **3 August 2018** that a *"recall requested on Sharepoint"*, which suggests that the recall may not in fact have been put into effect on the 2nd and may have been delayed until the 3rd. In those circumstances, it is clear from the evidence that after the Provider was placed on notice of the potential fraud on Monday 30 July 2018, some three to four days elapsed, before the recall of funds was put into effect.

I note the contents of an internal email dated **8 August 2018**, concerning recall of this transfer and a subsequent one made by the Complainant *"as I have concerns re both."* I note that the Provider says that *"it is satisfied that it acted without any unreasonable delay in instructing the recall."*

On the available evidence however, I don't accept this. In my opinion, there is evidence of a delay during a critical period, which represented poor customer service to the Complainant, in a manner which was unfair to him within the meaning of **section 60(2)(b)** of the **Financial Services and Pensions Ombudsman Act 2017** and was in breach of the Provider's obligations under the Consumer Protection Code 2012 ("**CPC**") Provisions 4.2, 2.2 and 2.12. The provisions of 4.2 **CPC** state as follows:

"A regulated entity must supply information to a consumer on a timely basis. In doing so, the regulated entity must have regard to the following:

- a) the urgency of the situation; and*
- b) the time necessary for the consumer to absorb and react to the information provided."*

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Provisions 2.2 says that the Provider must act “*with due skill, care and diligence in the best interests of its customers,*” Provision 2.12 says that the Provider must comply with the letter and spirit of the **CPC**.

I note that the Provider says that it complied with Provision 3.3 of **CPC** which provides as follows:

"A regulated entity must ensure that all instructions from or on behalf of a consumer are processed properly and promptly."

It remains entirely unclear as to when the funds were fraudulently withdrawn from the SB account. In those circumstances, it is entirely a matter of conjecture as to whether or not the Complainant could have successfully retrieved any or all of the monies in question, if a recall had been put into effect on Monday 30 July 2018. Although a recall on that date may have yielded the very same disappointing result, nevertheless, the chances of retrieving any of the funds would undoubtedly have been enhanced, if the period of three to four working days had not elapsed, before the recall was instructed.

Unfortunately, the Complainant was the innocent victim of a sophisticated fraud. It is important to bear in mind however, that the Provider was also an innocent player in the context of that fraud, when it correctly effected the transfer of funds instructed by the Complainant, to the account which he had identified on Friday 27 July 2018, and it did so in accordance with its policies and **Terms & Conditions**. However, I take the view that the Provider failed to instigate a recall of the transfer in a timely manner, in breach of its obligations to the Complainant.

In those circumstances, I consider it appropriate to partially uphold this complaint and to direct the Provider to make a compensatory payment to the Complainant specified below, in order to conclude.

Conclusion

- My Decision pursuant to **Section 60(1)** of the **Financial Services and Pensions Ombudsman Act 2017**, is that this complaint is partially upheld, on the grounds prescribed in **Section 60(2)(b)**.
- Pursuant to **Section 60(4)(d) 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 Complainant in the sum of **€1,500** (one thousand five hundred Euro) to an account of the Complainant's choosing, within a period of 35 days of the nomination of account details by the Complainant to the Provider. I also

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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.



MARYROSE MCGOVERN
Financial Services and Pensions Ombudsman (Acting)

10 May 2022

PUBLICATION

Complaints about the conduct of financial service providers

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.

Complaints about the conduct of pension providers

Pursuant to *Section 62* of the *Financial Services and Pensions Ombudsman Act 2017*, the Financial Services and Pensions Ombudsman will **publish case studies** in relation to complaints concerning pension 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.