



<b><u>Decision Ref:</u></b>	2022-0198
<b><u>Sector:</u></b>	Banking
<b><u>Product / Service:</u></b>	Tracker Mortgage
<b><u>Conduct(s) complained of:</u></b>	Failure to offer a tracker rate throughout the life of the mortgage
<b><u>Outcome:</u></b>	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 is secured on the Complainant's private dwelling house.

The loan amount was for €287,000.00 and was repayable over a term of 35 years. The **Loan Offer** dated **21 April 2005** provided for a variable interest rate of 3.25%.

The mortgage loan was redeemed in full on **7 September 2018**.

#### **The Complainant's Case**

The Complainant submits that he drew down mortgage loan account ending **4020** on **30 June 2005** in the amount of €287,000.00 for a term of 35 years on a variable interest rate for the first year. The Complainant outlines that *"at this point in time a tracker rate was available as an option to avail of."*

The Complainant details that he applied for a 3-year fixed rate on **18 September 2006**. The Complainant outlines that *"again a tracker rate was available as an option"*. The Complainant contends that had he *"known that the tracker rate would not once again be an option on the expiry of [his] fixed rate, [he] would not have fixed the rate and [he] would have chosen to avail of a tracker rate mortgage at that point in time."*

The Complainant notes that on expiry of the fixed interest rate period in **September 2009**, he was only offered fixed or variable interest rate options. The Complainant submits that he requested that a tracker interest rate be applied to the mortgage loan account in **September 2009**. However, the Complainant states that his request was declined by the Provider because tracker interest rates had been withdrawn by the Provider in **late 2008**. The Complainant explains that he never received any letter of warning "*prior to the termination of the tracker rate*" nor was he made aware, at any stage, that the option to convert his mortgage loan account to a tracker interest rate was being withdrawn in **late 2008**.

The Complainant submits that he felt that he had no choice but to enter into the arrangement that resulted in the loss of the tracker interest rate on the mortgage loan account. The Complainant states that he believes that the Provider was still offering tracker interest rates to customers in **2009**.

The Complainant maintains that, in circumstances where he was an existing customer of the Provider, he "*should have been made fully aware of the removal from market of the tracker rate*" and "*any customer wishing to avail of the rate prior to its removal*" should have been allowed to apply for a tracker rate of interest.

The Complainant submits that "*the financial lender may have conducted an advertising notice regarding the issue at hand, however, being an active customer contractually committed to the lender, that the lender had a contractual obligation to contact directly its customer to notify first hand any alterations to contracts been held prior to the lender simply shifting the goal posts to suit their financial situation.*"

The Complainant asserts that "*[t]he onus is firmly on the lender to contact directly the customer regarding open ongoing contracts.*"

The Complainant is seeking the following:

- (a) The "*current rate be removed from [his] mortgage loan account*" and "*the tracker rate and margin originally on offer when [the Complainant] drew down [his] mortgage be applied to this account*"; and
- (b) For "*this rate be back-dated to when [his] previous fixed rate expired in September 2009*".

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

The Provider submits that the Complainant completed and signed a Home Loan Application Form on **14 April 2005**. The Provider states that at the time the Complainant signed this application form, *"the form had not been updated to reflect the introduction of Tracker interest rates"*. The Provider further details however, that *"the Complainant could have applied for a Tracker interest rate by completing a separate 'Application To Apply For A Tracker Mortgage Rate' form and this would have been explained to the Complainant."*

The Provider details that a Loan Offer issued to the Complainant on **21 April 2005** which provided for a loan amount of €287,000.00 repayable over a term of 35 years on the Provider's variable base interest rate of 3.25%.

The Provider outlines that on **30 September 2005**, *"the Bank's internal Contact Summary Details confirm that a letter was issued to the Complainant outlining that a Tracker interest rate of 3.10% (ECB rate 2.00% + margin of 1.10%) was available if he wished to apply for same."* The Provider notes that the Complainant did not avail of this option.

The Provider submits that on **8 March 2006**, *"the Bank's internal Contact Summary Details confirm that a letter was issued to the Complainant outlining that a Tracker interest rate of 3.60% (ECB rate 2.50% + margin of 1.10%) was available if he wished to apply for same."* The Provider again notes that the Complainant did not avail of this option.

The Provider further submits that on **8 September 2006**, *"the Bank's internal Contact Summary Details confirm that the Complainant contacted the Bank by phone and was provided with details of the available Fixed and Tracker interest rates."* The Provider details that on **18 September 2006**, *"the Complainant subsequently signed a Fixed Rate Application Form to apply for a 3 year Fixed interest rate."* The Provider notes that on **29 September 2006**, *"the Complainant was issued with a 'Confirmation of Conversion to Fixed Rate' letter confirming that Mortgage Loan Account ending 4020 was converted to a 3 year Fixed interest rate of 4.83%."*

The Provider states that it issued a fixed interest rate term expiry letter to the Complainant on **17 September 2009** setting out the interest rate options available on the expiry of the fixed rate period. In circumstances where *"no response was received back from the Complainant in relation to the Fixed interest rate expiry letter"*, the Provider notes that *"Mortgage Loan Account ending 4020 was converted to the applicable Variable interest rate of 2.63%."*

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The Provider details that it introduced tracker interest rates in **early 2004** and they were “widely available” to new and existing “Private Dwelling Home Loan customers” until **late 2008**.

The Provider asserts that the fixed interest rate term on mortgage loan account ending **4020** did not expire until **September 2009**, and as such the Complainant was not given the option of a tracker interest rate at that time because there was no contractual entitlement to a tracker interest rate in the mortgage loan agreement and the Provider had withdrawn tracker interest rates.

The Provider further details that there “*was no obligation on the Bank to contact customers individually to notify them of the withdrawal of Tracker interest rates in [late] 2008.*” The Provider maintains that it is “*satisfied that the Mortgage Loan documentation was sufficiently clear and transparent as to the interest rate entitlements attaching to Mortgage Loan Account ending 4020.*”

The Provider contends that it “*complied with all signed requests and instructions from the Complainant in relation to Mortgage Loan Account ending 4020 and the account operated at all times in line with the General Conditions included with the Letter of Loan Offer dated 21 April 2005.*”

The Provider submits that the Complainant was “*made fully aware of the availability of Tracker interest rates from the mortgage loan application process up until [late] 2008.*”

### **The Complaints for Adjudication**

The complaints are as follows:

- (a) The Provider failed to advise the Complainant that tracker interest rates were being withdrawn in **late 2008**; and
- (b) The Provider failed to offer the Complainant a tracker interest rate on his mortgage loan account ending **4020** on the expiry of the fixed interest rate period in or around **September 2009**.

## 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 **29 March 2022**, outlining the 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 the Preliminary Decision, the parties made further submissions, copies of which were exchanged between the parties.

Having carefully considered these additional submissions and all of the submissions and evidence furnished by both parties to this Office, I set out the final determination of this Office below.

In order to determine this complaint, it is necessary to review and set out the relevant provisions of the Complainant's mortgage loan documentation. It is also necessary to consider the details of certain interactions between the Complainant and the Provider between **2005** and **2009**.

I have been provided with a copy of the loan application form completed and signed by the Complainant on **14 April 2005**. Section E – Loan Details of the loan application form details as follows under the heading "*interest rate*":

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**\*\*Variable** or **\*\*Fixed** or **Split**

*\*Variable interest rates increase and decrease with changes in market rates.*

*\*\*If choosing a fixed rate, please complete the section below which outlines terms of conditions associated with fixed rate loans."*

The Provider submits that while tracker interest rate options were available at the time the Complainant completed the loan application form in **2005**, the loan application form had not been updated to reflect this. The evidence shows that the Complainant did not make an interest rate selection when completing the loan application form.

The Provider subsequently issued a **Loan Offer** to the Complainant dated **21 April 2005**. The **Loan Offer** details as follows:

<i>"Type of Loan:</i>	<i>Repayment</i>
<i>Total Amount of Loan:</i>	<i>€287,000.00</i>
<i>Cheque Issue Amount:</i>	<i>€287,000.00</i>
<i>Monthly Repayment:</i>	<i>€1,144.95</i>
<i>Interest Rate (Variable):</i>	<i>3.25%</i>
<i>Interest Rate Basis:</i>	<i>Variable Base Rate</i>
<i>Repayment Period (Years):</i>	<i>35 Approx."</i>

The **General Conditions for [the Provider's] Home Loans** attached to the Loan Offer dated **21 April 2005** detail as follows:

*" ...*

**3. Acceptance of terms and conditions:** *By taking the loan from [the Provider], the borrower accepts all the terms and conditions set out in the application form, offer letter, these general conditions and the mortgage.*

*...*

**9. Fixed Rate Loans:** *When the fixed rate period ends, the interest rate will convert to a variable rate, and if [the Provider] is then offering a Fixed Home Loan for a defined period the borrower may opt to convert to a fixed rate for that period, and defer conversion to a variable rate. In either case, any margin specified in the offer letter will be applied to the interest rate on the loan.*

*If the loan is repaid in whole or in part before the end of the fixed rate period, then an additional interest charge on the principal sum repaid will be made at the end of the month in which the repayment takes place, as follows:*

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- ▶ For 1 or 2 years fixed: three months interest
- ▶ For 3, 4 or 5 years fixed: six months interest
- ▶ For any term in excess of 5 years fixed: twelve months interest.

*The charge will not be applied if another main residence is being purchased by the borrower and the existing fixed rate loan balance is transferred to it with the agreement of [the Provider]."*

The relevant sections of the Provider's **Mortgage Conditions** detail as follows:

*"2. How interest on the Loan is calculated and charged.*

*2.1 The basis on which the interest rate on the Loan is calculated is stated in the Offer Letter.*

*2.2 The interest rate on the Loan may be increased or reduced by [the Provider] from time to time, however no change in the interest rate will be applied to the Loan during any period when the interest rate is a fixed rate.*

*2.3 Notice of change in the interest rate on the Loan will be given by way of a notice in writing sent to the Borrower, or by*

*(a) a notice exhibited at the chief office of [the Provider], and*

*(b) a notice in at least two national daily newspapers*

*The change in the interest rate on the Loan will take effect on the day specified in the notice.*

*2.4 Where specified in the Offer Letter and where the Borrower has agreed in the form specified by the Central Bank, the interest rate may include one or more tiered interest rates. In these circumstances, references to "interest rate" in these conditions will, where appropriate, be applicable also to the tiered rate(s).*

*2.5 Where the interest rate is based in part on the fact that the Property is for use and occupation of the Borrower and the Borrower's family, and subsequently [the Provider] consents to the letting of some or all of the Property, a condition of this consent may be that the interest rate on the Loan be increased.*

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2.6 For the purposes of calculating interest, percentages will not be taken beyond six places of decimals.

2.7 Interest will continue to be charged under these conditions after (as well as before) any judgement which [the Provider] obtains against the Borrower for the recovery of all or any part of the Total Debt.”

An **Issue of Loan Cheque** letter dated **28 June 2005** issued to the Complainant detailing as follows:

“Dear [Complainant],

I refer to our letter of the 21/04/05. I am pleased to inform you that your loan cheque has been forwarded to your solicitors [solicitors name]. I understand that an appointment has been made with your solicitor to complete the transaction.

The amount of the cheque will be made up as follows:

Total	<u>€287,000.00</u>
Net Loan Cheque	<u>€287,000.00</u>

Term of Loan:	35 Years Approx.
Rate of Interest:	3.25% Base Rate (APR 3.3%)
Daily Interest:	€25.55

[...]

*THE PAYMENT RATES ON THIS HOUSING LOAN MAY BE ADJUSTED BY [The Provider] FROM TIME TO TIME. (Does not apply while the loan is at a fixed rate)”*

I have not been provided with the Acceptance Form signed by the Complainant however it does not appear to be disputed between the parties that the Complainant accepted the particulars and terms and conditions of the **Loan Offer** dated **21 April 2005**. The **Annual Loan Statements** provided in evidence show that the mortgage loan was drawn down on **30 June 2005**. By drawing down the loan, the Complainant accepted the terms and conditions attached to the **Loan Offer** dated **21 April 2005**.

It is clear to me that the **Loan Offer** dated **21 April 2005** envisaged that a variable interest rate of 3.25% would apply to the Complainant’s mortgage loan account. The “*variable base*” interest rate in the Complainant’s mortgage loan documentation made no reference to varying in accordance with variations in the ECB refinancing rate.

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The Provider has submitted a copy of an extract from its **Internal Contact Summary** system dated **30 September 2005** which details as follows:

*"Letter Sent to Customer.... TRACKER RATE OF 3.1% OFFERED"*

The Provider has submitted a copy of a further extract from its **Internal Contact Summary** system dated **8 March 2006** which details as follows:

*"LETTER OFFERING MEMBER NEW TRACKER RATE OF 3.60%"*

The Provider has also submitted an extract from its **Internal Contact Summary** system in relation to a telephone call with the Complainant on **8 September 2006** which details as follows:

*"conf fixed and tracker rates to cust. will post cust fixed rate conv. form"*

Whilst it is most disappointing that the Provider has failed to provide this Office with copies of the letters which are purported to have issued to the Complainant on **30 September 2005** and **8 March 2006**, I note that the contents of those letters do not appear to be in dispute between the parties. The Complainant has detailed in his submissions that he was aware of the availability of a tracker interest rate when he applied for the mortgage loan in **2005** and on **18 September 2006**, when he chose to apply a 3-year fixed interest rate.

I note that the Complainant completed and signed a **Fixed Rate Conversion Form** on **18 September 2006** in order to convert the balance of his mortgage loan to a fixed interest rate. The **Fixed Rate Conversion Form** details as follows:

*" ...*

***Declaration***

*I/We wish to apply to convert the balance of my/our loan account to a fixed rate of 1,344.66 for the next 3 year(s) of my/our mortgage.*

*I/we understand that when this fixed rate period has expired the loan will convert **to the applicable variable rate then prevailing.***

***Important***

*I/We understand that in event of there being a change in interest rates before [the Provider] have converted our loan rate, [the Provider] will apply the fixed rate currently available. If there is no other fixed rate available, the appropriate variable rate may apply.*

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*Unfortunately, [the Provider] cannot inform customers individually of changes in interest rates prior to converting their loan rate.*

*I/We understand that an early redemption charge is payable in the following cases where the fixed rate period has not expired:*

- 1. If a capital payment or full repayment is made to the loan.*
- 2. If the loan is converted to a variable rate/tracker rate.*
- 3. If the loan is converted to another fixed rate.*

*[...]*

*This document forms part of the existing documentation governing this loan, the conditions of which are outlined in the mortgage deed, the loan offer and cheque issue letters”.*

I note that the Provider subsequently issued a letter dated **29 September 2006** to the Complainant which details as follows:

*“...*

*Thank you for your recent application to fix the rate on your account at 4.83% over 3 years. I am writing to you to confirm that your account has been converted to this rate as requested.*

*Your revised repayment of EUR 1,344.66 is effective from 7 October 2006.*

*...”*

The **Fixed Rate Conversion Form** clearly provided that the Provider’s prevailing variable interest rate would apply on the expiry of the 3-year fixed interest rate period. The variable rate in this instance, made no reference to varying in accordance with variations in the ECB refinancing rate. The **Annual Loan Statements** submitted in evidence show that a fixed interest rate of 4.83% was applied to the mortgage loan account on **30 September 2006**.

The Complainant, in his post Preliminary Decision submissions dated **16 April 2022**, submits that this **Fixed Rate Conversion Form** which he signed on **18 September 2006**, “*clearly states*” that an early redemption fee could be paid to the Provider if the Complainant wished to avail of a tracker rate of interest. The Complainant further submits that “*this document was signed in good faith on the clear understanding that [sic] a tracker service would be readily available on expiration of the three year term.*”

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While the **Fixed Rate Conversion Form** states that an early redemption fee was payable to the Provider if the loan was converted to a variable interest rate or tracker interest rate prior to the expiry of the applicable fixed interest rate, this did not grant the Complainant a contractual right to be offered a tracker interest rate on his mortgage loan account upon the expiry of the fixed rate period or at any other time. The Complainant's mortgage loan is governed by the Complainant's **Loan Offer** dated **21 April 2005**, the **General Conditions for [the Provider's] Home Loans** and Provider's **Mortgage Conditions**, none of which confer a contractual entitlement to a tracker interest rate on the Complainant's mortgage loan at any stage throughout the term of the loan. The detail in the **Fixed Rate Conversion Form** was clearly detailed as a confirmation of an understanding that an early redemption charge would be payable in certain cases if the fixed interest rate period had not expired. The **Fixed Rate Conversion Form** did not confer an entitlement to a tracker interest rate on the Complainant's mortgage loan.

The Complainant has not provided any evidence to suggest that he approached the Provider before the expiry of the fixed interest rate period about the possibility of breaking out of the fixed rate term and applying a tracker rate of interest to the mortgage loan account. In any case, even if the Complainant did so, it would have been within the Provider's commercial discretion as to whether it wished to accede to any such request, as the Complainant had no contractual entitlement to a tracker rate of interest, in the event of a break in the fixed interest rate period or at the end of the fixed interest rate period.

Upon the expiry of the 3-year fixed interest rate period, the Provider wrote to the Complainant by way of letter dated **17 September 2009** and outlined the following:

*"At the end of this month the fixed rate term of your loan will expire. You now need to make a decision about your monthly repayments. Detailed below are the options available to you:*

*(1) If you wish to revert back automatically to the current standard variable rate you are not required to do anything. The table below illustrates your repayment details should you choose this option. Please note that these figures are based on the standard variable rate as at 17/09/2009 and this rate may be subject to change. Repayment amount detailed below is not inclusive of Tax Relief at Source (TRS).*

<b>Option</b>	<b>Interest Rate</b>	<b>Monthly Repayment</b>	<b>Monthly Insurance Premium</b>	<b>Total Monthly Repayment</b>
<i>Variable</i>	<i>2.630</i>	<i>1,071.74</i>	<i>0.00</i>	<i>1,071.74</i>

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*(2) You can fix your rate again. To find out more about these options, please call your local [Provider] branch or alternatively our dedicated mortgage team directly on [Phone number].*

...

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

I have not been provided with any evidence that the Complainant contacted the Provider to explore the fixed interest rate options. The **Annual Loan Statements** submitted in evidence show that a variable interest rate of 2.63% was applied to the mortgage loan account on **30 September 2009**, in accordance with the terms of the **Fixed Rate Conversion Form**.

The Complainant, in his post Preliminary Decision submissions dated **16 April 2022**, refers to a **Fixed Rate Conversion Form** that he signed on **27 January 2010** and which he has submitted in evidence. It appears that the Complainant chose to apply a 3-year fixed interest rate of 4.05% to his mortgage loan account in **January 2010**. This **Fixed Rate Conversion Form** contains the same text as the **Fixed Rate Conversion Form** that was signed by the Complainant on **18 September 2006**, as detailed above, in relation to payment of an early redemption fee if the loan was converted to a variable interest rate or tracker interest rate. The Complainant asserts that if the tracker interest rate was removed for customers "*why have it printed on legally binding document*". The Complainant is of the view that the Provider is "*misleading once again*" in this regard.

As previously stated, the Complainant had no contractual entitlement to apply a tracker interest rate to his mortgage loan account. Therefore, this reference to a tracker rate did not provide the Complainant with a contractual right to be offered a tracker rate of interest on his mortgage loan account, as has been submitted to this Office.

I understand that the Provider withdrew its tracker interest rate products from the market in **late 2008**. A press release issued by the Provider in **late 2008** states as follows:

*"[The Provider] today announced that it will no longer offer Tracker Mortgages for new mortgage applicants. This change is effective from close of business today [date redacted].*

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*Existing customers with Tracker Mortgages are not affected. Customers who already have an offer of a Tracker Mortgage, but which is not yet drawn down, will still be able to avail of the Tracker mortgage within the terms of their loan agreement.”*

The Complainant appears to take issue with the Provider’s conduct in withdrawing tracker interest rates in **late 2008** and is of the view that the Provider should have approached him prior to withdrawing tracker interest rates from the market.

It is important to note that there was no contractual or regulatory obligation on the Provider to inform the Complainant that it planned to withdraw tracker interest rates from its product offering in **late 2008**. I accept that the decision to withdraw tracker interest rate products from the market was a commercial decision which the Provider was entitled to make, and this Office will not interfere with the Provider’s commercial decision making, in this respect.

In circumstances where the Complainant did not have any contractual entitlement to a tracker interest rate in respect of his mortgage loan account, the decision to withdraw the tracker interest rate product from the market did not impact on the Complainant’s contractual entitlements.

The Complainant also submits that the Provider incorrectly failed to offer the Complainant a tracker interest rate on his mortgage loan account on the expiry of the fixed rate period in or around **September 2009**.

Having carefully considered the evidence before me, I am satisfied that the Provider was under no obligation to offer a tracker interest rate to the Complainant in **September 2009** in circumstances where the Complainant did not have an entitlement to a tracker interest rate, contractual or otherwise, on expiry of the 3-year fixed interest rate period. The Provider offered the Complainant its prevailing standard variable interest rate in **September 2009** and the option to explore a further fixed interest rate, pursuant to **General Condition 9** of the **Loan Offer** dated **21 April 2005** and the terms of the **Fixed Rate Conversion Form**. The Complainant chose to allow his mortgage loan account roll on to the Provider’s standard variable interest rate in **September 2009**.

In my Preliminary Decision dated **29 March 2022**, I noted, in error, at two points that the Provider had withdrawn tracker interest rate products from the market in **late 2009**. The Provider, in its post Preliminary Decision submissions dated **6 April 2022**, has highlighted that it withdrew tracker interest rate products from the market generally in **late 2008**. Therefore, the Provider was no longer offering tracker interest rates to its customers (where there was no contractual obligation to do so) when the Complainant’s fixed interest rate period expired in **September 2009**.

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During the investigation of this complaint, the Provider made a goodwill gesture of €250.00 to the Complainant in relation to a delay in issuing an acknowledgement letter to the Complainant's letter of complaint of **9 May 2015**. The Provider re-emphasised that offer in its post Preliminary Decision submission of **06 April 2022**. The Complainant, in his post Preliminary Decision submissions, has accepted the goodwill offer of €250.00 in resolution of the specific error identified by the Provider.

For the reasons set out in this Decision, I do not uphold the 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.**



**JACQUELINE O'MALLEY**  
**HEAD OF LEGAL SERVICES**

16 June 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

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(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.