



<u>Decision Ref:</u>	2022-0201
<u>Sector:</u>	Banking
<u>Product / Service:</u>	Repayment Mortgage
<u>Conduct(s) complained of:</u>	Maladministration Delayed or inadequate communication Complaint handling (Consumer Protection Code) Selling mortgage to t/p provider
<u>Outcome:</u>	Rejected

LEGALLY BINDING DECISION OF THE FINANCIAL SERVICES AND PENSIONS OMBUDSMAN

The complaint concerns a buy-to-let mortgage account. The Complainant submits that the Provider failed to comply with the terms of an alternative repayment arrangement (ARA) in 2013 to allow her to keep her property on an interest only basis until she reached the age of 80 and also refused to meet with the Complainant to discuss the matter. The Complainant also disputes the transfer of ownership of the loan to a new owner.

The Complainant's Case

The Complainant submits that in **March 2006** she re-mortgaged her home to purchase another property, to share with her partner. The Complainant further submits that in the summer of **2013**, her partner and their financial advisor, met with the Provider to renegotiate the repayments, on both their family home and the now buy-to-let property (her previous home).

The Complainant submits that at one of the meetings, on **29 July 2013**, (the **July 2013** meeting) the Provider offered a repayment of interest only option until the Complainant was 80 years of age, at which point she would be able to sell this property and repay the mortgage in full. The Complainant further submits that the Provider even added that the extra equity arising, could be the Complainant's pension, as the value of her buy-to-let would increase significantly over the 20 years.

In a submission to this office dated **9 February 2021**, the Complainant submits that there was no mention of the term “*lifetime forbearance*” by any of the Provider’s representatives during the **July 2013** meeting, which has been submitted by the Provider. The Complainant states:

“It is very important to note that what really happened at that July 2013 meeting was that [the Provider’s representatives] initiated the dialogue and stated their agreement about the interest only facility to age 80. [the Complainant’s financial advisor] and my husband were completely and positively surprised by this agreement from [the Provider], as it did not arise from any discussion or negotiation; it was simply put on the table by [the Provider’s representatives] at the end of the meeting by them as ‘good news’.”

The Complainant also queried why there was no recorded note of the **July 2013** meeting and, if there was a recording, why had the Provider not furnished same. In asserting that the agreement was for interest only payment until the age of 80, the Complainant further states that both she and her husband were satisfied, when told of the **July 2013** meeting, that the interest only agreement would be “*rolled over*” when it came for review every five years and would be thus automatically extended until she reached the age of 80.

The Complainant states that she made the interest repayments in full each month since **2013**. She also submits that in **September 2018**, “*under pressure from the bank*”, she tried to sell her property to completely clear her mortgage, however, the market temporarily dipped unexpectedly, and the house did not sell. She submits that as a consequence, for a period of five months, she had no tenants and could not make the interest repayments.

The Complainant asserts that she kept the Provider fully informed of these developments and that the property has since been rented again to tenants and interest repayments to the Provider have recommenced since **February 2019**. She states that on **6 September 2019**, “*out-of-the-blue*”, the Provider wrote to her informing her that it had agreed to sell the mortgage to a new owner. The Complainant further states that she asked the Provider to advise the new owner about the existing agreement she had with the Provider. The Complainant contends that the Provider refused to do so.

The Complainant submits that her partner and the financial advisor were dealing with the Provider for a year trying to come to a settlement on the family home and that in **September 2019**, she received a letter from the Provider, advising her that her mortgage account had been sold to a new owner.

The Complainant contends that this is in contravention of the deal that the Provider made with her partner and her financial advisor in **2013**. She further contends that the Provider is now denying that this deal was ever made, and it says that it could not talk to her financial adviser as nominated third party, at the meeting in **2013**, because the Complainant was not present. The Complainant has submitted that she would like the Provider to allow her to keep her property and continue to pay interest repayments on a monthly basis, until she can sell the property at a price that will cover the mortgage, and all the taxes due on the sale.

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The Provider's Case

The Provider has submitted that the Amendment Agreement dated **13 August 2013** was signed by the Complainant on **18 December 2013**. The Provider asserts that paragraphs 1.1 to 1.3 of this document set out that the agreed period for the interest only payment was for 60 months. The Provider also states that the maturity date under the Amendment Agreement was extended from **1 April 2026** to **1 January 2041**, which coincides with the year the Complainant will turn 80 years of age.

It further submits that clause 4(a) after mortgage loan offer letter dated **16 February 2006** sets out the default position for repayment of the Complainant's mortgage loan and the Amendment Agreement represents the Provider's written agreements to vary those terms during the agreed period only (60 months), after which time the default position would resume.

Though there was no written note of the meeting on **29 July 2013**, the Provider has submitted a written comment from its representative who attended this meeting where he states that what he discussed was an interest only payment for five years during this meeting, which is reflected in the offer made in **August 2013**.

The Complaint for Adjudication

The complaint is that the Provider failed to adhere to its agreement with the Complainant, namely that it would allow her to keep her buy-to-let property on an interest only repayment basis until **2041**, when she reaches the age of 80. She also says that the Provider has refused to meet with her to discuss this matter.

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.

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A Preliminary Decision was issued to the parties on **24 May 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 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, the final determination of this office is set out below.

The evidence including audio evidence of certain telephone calls between the parties, indicates the following chronology of events:

24 May 2013	A meeting took place between the Provider, the Complainant's husband and the Complainant's financial advisor, as nominated third party
6 June 2013	The Provider received a letter of authority from the Complainant giving permission to the nominated third party to act on her behalf in relation to the mortgage loan account
July 2013	A meeting took place between the Complainant's nominated third party and the Provider. The Complainant has submitted that this meeting was 29 July 2013, and the Provider submits it was 22 July 2013.
2 August 2013	The Provider communicated its approval of an ARA to the Complainant's nominated third party in an email. This email followed the July 2013 meeting
13 August 2013	The Provider sent an agreement to amend the mortgage loan offer letter to the Complainant
10 September 2013	The Provider telephoned the Complainant's nominated third party. The Provider has asserted that during this telephone call, the nominated third-party confirmed that the Complainant would accept the ARA offered in the agreement to amend mortgage loan offer letter dated 13 August 2013 (2013 Amendment Agreement). No recording of this telephone call has been submitted in evidence.
16 October 2013	The Provider sent a letter to the Complainant stating that no response had been received regarding the ARA offered in the 2013 Amendment Agreement
5 November 2013	The Provider sent an email to the Complainant's nominated third party seeking a response regarding the 2013 Amendment Agreement
22 November 2013	The Provider sent a letter to the Complainant stating that no response had been received regarding the ARA offered in the 2013 Amendment Agreement

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6 December 2013	The Provider sent a letter to the nominated third party stating that no response had been received regarding the ARA offered in the 2013 Amendment Agreement
23 December 2013	The Provider received the signed 2013 Amendment Agreement from the Complainant
15 February 2018	The Provider telephoned the Complainant to discuss the mortgage loan. the Provider stated that the mortgage loan account was due to revert to full annuity repayments from December 2018 onwards. The Complainant disputed this and stated that there was a lifetime agreement in relation to the mortgage loan.
9 September 2018	The Complainant telephoned the Provider and advised that she would not be paying multiple taxes and mortgage repayments and that the secured property was being placed on the market for sale. The Provider stated that it would issue a Standard Financial Statement (SFS), which the Complainant noted during the call.
19 September 2018	The Provider issued a letter to the Complainant seeking the completion of an SFS.
2 October 2018	The Complainant's husband sent an email to the Provider stating that the Complainant would sell the mortgage property. The email also stated that the sale was already advertised and the sale proceeds would be expected to clear the mortgage loan in full.
2 October 2018	The Provider issued a letter to the Complainant seeking the completion of an SFS.
23 October 2018	The Complainant husband sent an email to the Provider stating that the mortgage property was listed for sale and that the viewings were taking place at present
23 October 2018	The Provider issued a letter to the Complainant seeking the completion of an SFS.
30 November 2018	The Provider received the completed SFS from the Complainant
13 November 2018	The Provider sent an email to the Complainant's husband to arrange a meeting
3 December 2018	The Provider received an automated response from the Complainant's husband's email address which stated that he was unavailable until further notice
21 January 2019	Email from Complainant's husband to Provider stating that it is " <i>very important</i> " that the Provider " <i>honour</i> " its 2013 agreement, namely, that

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	<p>the Complainant's buy-to-let property could continue on an interest only basis until she is 80. This email attached a separate email from the nominated third party who stated that he had witnessed the 2013 agreement between the Provider's representatives and the Complainant's husband where it was agreed that mortgage repayment could be on an interest only basis until the Complainant was 80 years old.</p>
12 March 2019	<p>The Complainant sent an email to the Provider stating that she had put her mortgaged property on the market for sale in September 2018. However, due to a slump in the market over the last few months, no realistic offers emerged despite extensive efforts by her selling agent. She stated that as an alternative, she had successfully secured a new tenant and would now be able to recommence regular monthly repayments to the Provider.</p>
14 May 2019	<p>The Complainant's husband sent an email to the Provider stating that the mortgage property was due for renewal the following January with the selling agent, at which point and subject to satisfactory market price, the Complainant could sell the mortgage property and repay the mortgage loan in full.</p>
20 June 2019	<p>The Provider sent an email to the Complainant containing a letter of authority to be completed and returned should he and the Complainant wish to nominate a financial advisor. This email also sought a copy of the lease agreement in respect of the property and an update in relation to a pre planning application which had been mentioned previously.</p>
19 July 2019	<p>The Provider sent a blank SFS to the Complainant and her husband to be completed and returned to "<i>capture their up-to-date financial circumstances</i>"</p>
23 August 2019	<p>The Provider sent a letter to the Complainant stating that it was considering issuing legal proceedings in respect of the mortgage loan</p>
30 August 2019	<p>The Complainant's husband sent an email to the Provider indicating that he and the Complainant would complete and return and up-to-date SFS as requested</p>
2 September 2019	<p>The Provider telephoned the Complainant's husband. During the telephone call, the Complainant's husband stated that he and the Complainant were no longer dealing with their previous nominated third party and also stated that he and the Complainant would complete and return and up to date SFS.</p> <p>This conversation included detailed discussion of another property, which does not form the subject matter of this complaint. The Provider recommended that they should seek independent financial advice</p>

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<p>2 September 2019</p>	<p>The Complainant sent an email to the Provider. In this email she stated that it had been her intention to sell the property for around €500,000 (five hundred thousand) to pay the Provider the full outstanding mortgage debt. She stated that the selling agent during the previous year had informed her that this was achievable.</p> <p>The Complainant stated however, that the markets had slumped in the closing months of 2018 and, as a result, she decided to rent the property with new tenants moving in from February 2019. She stated that after this happened, she had recommenced the monthly mortgage repayment to the Provider on 1 March 2019. She again stated that she was still attempting to sell the property for a sale price of €500,000, which would allow the outstanding mortgage loan debt to be cleared, together with the related taxes of €50,000 (fifty thousand euro).</p> <p>The email from the Complainant also states that:</p> <p style="text-align: center;"><i>“it must be emphatically stressed that there is an witness agreement in place between [the Provider] and me to hold onto this property until I am eighty years old...having said that I reiterate that I am willing to consider selling this property provided it can sell at a price that covers the mortgage....”</i></p>
<p>4 September 2019</p>	<p>The Complainant telephoned the Provider and stated that she and her husband were completing the SFS.</p>
<p>4 September 2019</p>	<p>The Provider emailed the Complainant's husband providing an email address to which the completed SFS should be sent</p>
<p>13 September 2019</p>	<p>The Provider sent a letter to the Complainant stating that the mortgage loan was to be sold to a new owner</p>
<p>20 September 2019</p>	<p>The Complainant's husband sent an email to the Provider stating that there was an agreement in place in relation to the Complainant mortgage. This email also expressed a concern that the Provider was transferring the mortgage loan to a third party, despite the Complainant proceeding with planning application for a new build to allow for the sale of the property to clear the mortgage.</p> <p>The Provider has submitted to this Office that its representative was on annual leave but she logged a complaint with the Provider's complaints department immediately upon her return.</p>
<p>24 September 2019</p>	<p>The Provider responded stating that it was raising the matter as a complaint. It also stated that it was unable to assess the proposal without full financial disclosure being provided by way of SFS. It stated that if the SFS was completed and returned prior to the mortgage being transferred to the third party it could proceed with an assessment.</p>

24 September 2019	<p>The Complainant sent an email to the Provider stating that a commitment was made by a representative of the Provider at its office in 2013. The email states:</p> <p><i>“This commitment confirmed that I would be entitled to continue to operate my mortgage on the above property on an interest only basis until I reach 80 years of age.</i></p> <p><i>I wish you to confirm this agreement when you transfer this mortgage to [new owner]</i></p> <p><i>This agreement was witnessed by my... and our financial advisor...”</i></p>
24 September 2019	<p>The Complainant’s husband sent an email to the Provider seeking confirmation that it communicated to the new owner, the agreement that the Complainant would be allowed to keep paying on an interest only basis until she reaches 80 years of age.</p>
27 September 2019	<p>The Provider furnished to its complaints department with the additional points noted in the Complainant’s husband's emails.</p>
1 October 2019	<p>The Provider sent a letter the Complainant acknowledging the complaint made on her behalf on 20 September 2019</p>
8 October 2019	<p>The Provider issued a Final Response Letter to the Complainant in relation to the complaint of 20 September 2019</p>
23 October 2019	<p>The Complainant's husband emailed the Provider seeking confirmation that the Provider had alerted the new owner that the mortgage was subject to a long term agreement that the Complainant could keep her existing interest only payment until she reaches the age of 80.</p>
25 October 2019	<p>The Provider stated that it did not communicate this because there was no such arrangement agreed between the parties and it had not yet received a completed SFS with supporting documentation</p>
29 October 2019	<p>The Provider was advised that the Complainant had referred the matter to this Office</p>

I note that on **15 March 2006** the Complainant, being sole account holder, drew down a mortgage loan in the amount of **€464,000** (four hundred and sixty-four thousand) repayable over a term of 20 years under mortgage loan offer letter dated **16 February 2006**. The mortgage loan was classified as a “buy-to -let” mortgage loan account and the interest rate was a variable rate.

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It was agreed that repayments would be on an interest only basis at a minimum for the initial 36 months (estimated in the Letter of Loan Offer at €1,291.73) reverting thereafter to repayments comprising both principal and interest (estimated in the Letter of Loan Offer at €2,984.25). The mortgage loan was secured over the Complainant's property. The Provider has submitted that this was classified on the system as "non-CCMA" because it was a property to which the Code of Conduct on Mortgage Arrears (CCMA) did not apply. I am also satisfied that because the property was not the Complainant's primary property, the CCMA was not the relevant regulatory code.

The Provider has confirmed that the Complainant's mortgage loan was transferred to a new owner on **6 December 2019** and the mortgage loan account with the Provider was then closed on **9 December 2019**. I note that the Provider and the Complainant had agreed previous ARAs for interest only payments which were agreed on:

1. 27 April 2009
2. 28 April 2010
3. 22 June 2011

These ARAs lasted 12 months, 12 months, and six months respectively and were agreed prior to the Agreement to amend in 2013, which is the subject of this complaint.

The first issue raised by the Complainant is whether the Provider was entitled to transfer the loan to a new owner. In this regard I note the mortgage loan offer letter dated **16 February 2006**, which at clause 10 of the general conditions is entitled "**Securitisation and Collateralisation**" and states as follows:

"(a) the Borrower's attention is drawn to the fact that the loan and the Lender's Security and associated rights and interests (including the debt secured and rights and interest under related insurances and assurances) will be freely transferable to the Lender (i) whether by transfer, conveyance, assignment, mortgage or charge, whether fixed or floating mortgage or charge and whether by sub-mortgage or sub-charge or otherwise or (ii) whether as part of a loan transfer and securitization scheme or otherwise on such terms as the lender made think fit.

...

(c) the Loan Lender's Security and all and any associated rights in interest (including the debt secured and rights and interests unrelated insurances and assurances) will be capable of being the subject matter of security interest by way of mortgage or charge whether fixed or floating or other encumbrance whatsoever or howsoever arising in favour of a third party whether arising under a collateralisation scheme or otherwise."

I note that on **20 February 2006**, the Complainant signed a section entitled "**BORROWER'S ACCEPTANCE AND CONSENTS**" under the mortgage loan offer letter on **20 February 2006** which states:

"1. I confirm that I have read and fully understand the ... terms and conditions contained in this offer letter and I confirm that I accept this Offer Letter on such terms and conditions.

2. I hereby consent irrevocably to (i) any future transfer, assignment or other disposal howsoever arising of the legal or equitable benefit of the Loan, any and all security held therefor and all of the Lender's interests and rights arising thereunder whether as part of any loan transfer and securitisation scheme or otherwise howsoever arising ... and all of the Lender's interests and rights arising thereunder whether as part of the collateralisation scheme or otherwise howsoever arising.

...

4. I hereby authorise the Lender to disclose all and any details, information or documentation relating to the Loan and the Lender's Security to: [A] any third party for the purposes of or in connection with: any transfer or other disposal of the Loan howsoever arising... any loan transfer ...any mortgage, charge, security interest or encumbrance over its rights and interests under the Loan and any security held howsoever arising... AND I hereby further authorise and consent to the processing of all and any details information or documentation as are herein referred to by the Lender and any disclosee (as is referred to in this paragraph 4) for the purposes set out herein,"

Therefore, I am satisfied that the Provider was entitled under the terms and conditions to transfer the mortgage loan to a new owner in accordance with the terms which the Complainant agreed to, in 2006.

Interest only agreement

There is a dispute as to what was agreed during the **July 2013** meeting between the Provider's representatives and the Complainant's nominated third party. The Complainant asserts that during this meeting, the Provider's representatives proposed an interest only facility until she reached the age of 80 years old, and that this was accepted by the Complainant's nominated third party.

It is unfortunate that no minutes or written record was made of this meeting by the Provider, and no recording of the subsequent call with the nominated third party is available. However, I note that the Provider has submitted an extract from its submission to its credit department which state as follows:

"agreed to accept fixed repayments of €1K per month on BTL for a period of 5 years (Price to apply)"

I further note that on **24 February 2021**, the Provider submitted a written statement to this Office from the Provider's representative who attended the meeting stating as follows:

"Forbearance was approved by retail credit on this account for a period of 60 months and the term on the loan was extended to age 80. This approval is reflected in [Agreement to Amend Mortgage Loan Offer Letter] issued at the time. I would have

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conveyed to the Complainant's representatives that any forbearance beyond this stage would be subject to full review of the Complainant's financial circumstances at the time. Her [nominated third party] advised the Complainant as to the mechanics of the deal and all other aspects."

As already outlined by way of email on **2 August 2013** the Provider sent the proposed terms of the "Agreement to Amend Mortgage Loan Offer Letter" ("the Agreement") to the Complainant's nominated third party.

This email stated:

"Interest only on buy to let for five years. Current Arrears Balance will be capitalized. Please note that the Banks [sic] policy in relation to forbearance on non PDH loans involves pricing change. to this end, the rate that will apply to this loan will be a discounted variable rate of 2.6% this rate is 1% above the current tracker rate currently applied to the facility. The interest only repayment will be c €967 (nine hundred and sixty seven euro) per month.

I will issue formal offer letters to [the Complainant's husband] and [the Complainant] Under separate cover for each facility."

I note that within the Agreement, which was sent to the Complainant on **13 August 2013**, this included an ARA which was set out in sections 1.1-1.3 and stated as follows:

"Interest only

What you pay in each instalment

1.1 if you accept this form (a) you are to pay interest only as it falls in each regular instalment in the Agreed Period, and (b) You agree to make these payments during the Agreed Period.

The Length of the agreed Period

1.1.1 The "Agreed Period" means the period of 60 months starting from the date we put the alternative repayment arrangement into effect.

What Happens When the Agreed Period Ends

1.2 When the Agreed Period ends you will have to repay the Loan over the rest of the period of the loan. The amount of the Loan then to be repaid will include all of the principal and other sums which you did not pay during the Agreed Period. (and which you would have been obliged to pay if this form did not come into force).

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1.3 *We will calculate the repayment installments that you have to pay when the Agreed Period ends. You agree to pay these repayment installments in full as they are calculated by us. The terms and conditions of the Mortgage Loan Offer Letter which provide for repayment of the Loan on an annuity basis will operate after the Agreed Period by reference to the amount you then owe under the Loan"*

[my underlining for emphasis]

I further note that the Agreement noted as follows:

Maturity Date of the Loan

This form changes the maturity date of the Loan to 1/01/2041

I note that this Agreement was signed and agreed by the Complainant on **18 December 2013**. Although it is unfortunate that no record or recording of the **July 2013** meeting is available, I am mindful that the Complainant signed and accepted the terms clearly set out in the email of **2 August 2013**, and the letter of **13 August 2013**. In the circumstances, I accept that she is contractually bound by these terms. Had she or her nominated third party believed in 2013, that the written agreement failed to reflect an agreement to allow interest only payments to be made until she reached the age of 80, she could have raised this prior to signing the Agreement in **December 2013**, but I note that she did not do so.

The wording of this Agreement does not state that after the "Agreed Period" was over, it would automatically "rollover", as has been suggested by the Complainant. Therefore, I am satisfied that once the "Agreed Period" ended, this Agreement had ceased, and a new agreement would have to be negotiated regarding any ARA between the parties.

I note the inclusion of the following in section 1.2 of the Agreement above "*When the Agreed Period ends you will have to repay the Loan over the rest of the period of the loan*". In this regard the Provider submits that clause 4(a) of the mortgage loan offer letter dated **16 February 2006** set out the default position for repayment.

The Provider submits that once the agreed period had ended, Clause 4(a) of the original mortgage loan offer was engaged again.

Clause 4(a) states:

"Unless otherwise stated herein or agreed by the Lender in writing, the repayment of the loan shall be by monthly instalments in arrears by direct debit and the Borrower must effect and maintain a suitable direct debit mandate with the Borrower's bank or other financial institution. For an annuity, or other repayment loan, other repayments shall be comprised of principal and interest and other amounts payable and for an endowment loan shall comprise of interest and such other amounts only. The due dates for repayment of the loan are those dates that are from time to time

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set by the Lender. The amounts of such repayments and the due dates for payment thereof shall be determined by the lender at its absolute discretion."

Clause 4(b) states that the Provider may demand an early repayment of the principal and accrued interest or otherwise alter the conditions of the loan where repayment has not been made on the due dates.

Accordingly, that under the Amendment Agreement, once the "Agreed Period" had concluded, I accept that clause 4(a) came into force and the Complainant was obliged to make full repayments on the loan to *"include all of the principal and other sums which you did not pay during the Agreed Period"*. As a result, I accept that when the Complainant's account fell into arrears, she was in breach of clause 4 of the General Conditions of the Mortgage Loan Offer agreed.

In the absence of any objective evidence that the Provider agreed to permit the Complainant to continue to make interest-only repayments for the period between 2013 and 2041, when she would turn 80 years old (a period of 28 years) I do not accept the Complainant's contention that an agreement was reached in that regard between the parties in 2013.

Accordingly, for the reasons outlined above, I take the view that this complaint cannot reasonably be upheld

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.



MARYROSE MCGOVERN
Financial Services and Pensions Ombudsman (Acting)

17 June 2022

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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.