



<u>Decision Ref:</u>	2022-0259
<u>Sector:</u>	Banking
<u>Product / Service:</u>	Current Account
<u>Conduct(s) complained of:</u>	Dissatisfaction with customer service Delayed or inadequate communication Complaint handling (Consumer Protection Code)
<u>Outcome:</u>	Partially upheld

LEGALLY BINDING DECISION OF THE FINANCIAL SERVICES AND PENSIONS OMBUDSMAN

This complaint relates to the Provider's decision to close the Complainant's bank accounts.

The complaint also concerns the Provider's facilitation of a direct debit deduction from the Complainant's account in favour of Irish Water.

The Complainant's Case

The Complainant has held bank accounts with the Provider for more than 30 years. In **September 2014**, he set up a direct debit to pay a bill, which was owing by his father. The Complainant states that he instructed that only one payment should be deducted from his account and that the direct debit should be cancelled after that payment. The Complainant maintains that, notwithstanding this instruction, several further payments were deducted from his account.

Thereafter, the Complainant raised an "*issue*" or "*enquiry*" with the Provider regarding the direct debit deductions. On **1 June 2017**, whilst in attendance at a local branch of the Provider, the Complainant states that he enquired as to the progress of the issue. The Complainant describes the manner of the manager with whom he interacted on this occasion, as "*aggressive and confrontational*".

Following this meeting, by way of letters dated **2 June 2017** and **16 June 2017**, the Provider directed the Complainant to close various accounts he held with the Provider.

The Complainant speculates that his visit to the branch on **1 June 2017** may have “*prompted the unusual decision to order me to close my accounts and terminate a good banking relationship of more than 30 years*”.

The Complainant characterises the decision to close his accounts as “*vindictive, arbitrary and without merit*”. He has more recently suggested that the Provider, in telling him to close his accounts, was “*acting maliciously without good reason*” and he takes the view that the Provider’s “*conduct was unreasonable, unjust and improperly discriminatory*” because it decided that his accounts should be closed because he had made a complaint.

The Complainant would like to see the Provider “*apologising for its conduct and agreeing to withdraw its threat to terminate a relationship that has been in place for at least 32 years*” insofar as it should “*rescind its demand*” that he closes his accounts.

The Complainant also seeks “*a refund on the direct debits paid to [third-party utility] in error*”. The Complainant also seeks “*compensation*”.

The Provider’s Case

The Provider maintains that it was entitled to close the Complainant’s accounts by reference to the terms and conditions of the said accounts.

It refers to clause 22 of the terms and conditions of use, outlining each of the party’s entitlement to end the banking customer relationship, on the provision of two months’ notice, as follows:

22.0 *Ending this Agreement and Interruption to Services*

22.1 *you may ask us to close your Account at any time. If you do, these terms and conditions will come to an end once both (a) we have paid you any balance on your Account; and (b) you have paid everything you owe in relation to your Account (for example, any overdrawn balance, interest, charges and Government Duty).*

22.3 *We may end these terms and conditions and close your accounts by giving you two months notice.*

With regard to the third-party utility payments, the Provider disputes that it ever received a written instruction from the Complainant to cancel same, but it concedes that there may have been failings, in **June 2016**, with regard to the processing of requests for refunds made by the Complainant.

As a result, the Provider has offered to compensate the Complainant in the amount of **€500** in respect of this element of the complaint.

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Jurisdiction

In the course of investigating this complaint, this Office noted that one element of the complaint articulated against the Provider was that it wrongfully failed to implement free banking for him or that it withdrew such a facility from his accounts, "*in the wake of the financial crisis and EU/IMF bailout*" which the FSPO noted to have occurred in **late 2010**.

This Office noted that in a letter to the FSO in June 2017, the Complainant had advised that this offer of a free banking arrangement had occurred "*about 10 years ago*" (**circa 2007**) when the chief executive of the Provider issued an apology to him regarding a card issue failure and had made "*an offer of free banking for life.*" It was however also noted that in his submission of 4 May 2018, the promise of free banking was referred to by the Complainant, as having been made "*following events in 2001.*"

This Office noted that the Provider's letter dated 13 February 2018, advised that the Provider investigated this element of the Complainant's complaint when he made it in **January 2014**. The Complainant had said at that time that he had been promised free banking by the chief executive of the Provider, some 7 years earlier in **2007** (not in 2001). This Office noted that the Provider responded on **4 February 2014**, to advise that it was unable to uncover any evidence of any such offer of free banking, and accordingly it declined to make free banking available to the Complainant, but it advised the Complainant of his entitlement to pursue that complaint to the Financial Services Ombudsman, if he wished to do so.

This Office wrote to the Complainant in June 2020 explaining that complaints to the FSPO are governed by the provisions of the ***Financial Services and Pensions Ombudsman Act 2017*** and that the time limits for maintaining complaints to this Office (including complaints previously made to the Financial Services Ombudsman) are governed by ***Section 51*** of the Act.

For the reasons explained in a detailed letter of **17 June 2020**, the complaint about free banking was noted to fall outside the jurisdiction of the FSPO, and would not be included in any investigation by this Office, but the Complainant was advised that the other elements of his complaint, as outlined below are matters which fall within the jurisdiction, and the investigation of those elements would continue.

The Complaint for Adjudication

The first element of the complaint is that the Provider wrongfully called upon the Complainant in June 2017 to close his current account with Provider.

The second element of the complaint is that the Provider wrongfully permitted certain payments to be taken from the Complainant's account, in favour of a third-party utility, when the Complainant had, in 2014, simply sought to make one payment only, on foot of that direct debit.

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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 July 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.

Prior to considering the substance of the complaint, it is useful to set out certain parts of the terms and conditions of the Complainant's account which were operable at the time of the events giving rise to his complaint, as well as certain relevant legislation:

Terms and Conditions of the Account

...

9.5 *If you wish to cancel a direct debit payment on your Account, you must give a written instruction to the branch where you have your Account. To stop the direct debit payment, your written instruction must reach your Account branch one banking day before the payment is due. If (a) your written instruction to cancel arrives later than that; and (b) we make a direct debit payment which and does not comply with your written instruction, we will not be liable to you or anyone else for any loss or expense which results.*

...

22.0 Ending this Agreement and Interruption to Services

- 22.1 *You may ask us to close your Account at any time. If you do, these terms and conditions will come to an end once both (a) we have paid you any balance on your Account; and (b) you have paid everything you owe in relation to your Account (for example, any overdrawn balance, interest, charges and Government Duty).*
- 22.2 *We may end these terms and conditions and close your accounts by giving you two months' notice.*

Provision 56(3) of the **European Communities (Payment Services) Regulations 2009** provides as follows:

If agreed in the relevant framework contract, a payment service provider may terminate a framework contract concluded for an indefinite period by giving at least two months' notice.

I note that the Complaint Form sent to this Office regarding this complaint includes a very detailed letter dated **18 June 2017** from the Complainant, subsequently supplemented by a detailed letter supplied on **4 May 2018** and further supplemented by a further detailed letter dated **27 December 2019** (together with a number of additional shorter submissions).

The investigation of this complaint was put on hold for a period, to facilitate the Complainant in pursuing a complaint to the Data Protection Commission, as he took the view that his Subject Data Access Request had not been adequately replied to by the Provider.

Since that time, the Complainant has submitted further documents to this Office, which he procured directly from the Provider, which he relies upon in making his complaint about the conduct of the Provider.

Third-party Utility Direct Debit

The Complainant states that on **16 September 2014**, he "*set up a system to pay my father's first [third-party utility] bill via direct debit*" from his own account with the Provider. The Complainant states that "*the intention was to pay it once only*" and that, to that end, he "*later called [the Provider] and [third-party utility] from [abroad] to instruct them not to take a second payment from my account, to block the direct debit*".

The Complainant states that he belatedly became aware that several further direct debit payments had been deducted from his account, after his instruction. The Complainant does not identify when precisely the instruction was given, but he maintains that he was not advised by the Provider of any necessity to submit an instruction in writing.

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The Complainant states that he raised the issue with the Provider when it came to his attention, approximately two years after the setting up of the direct debit, which eventually led to the Provider providing him with “forms”, which the Complainant states he completed in duplicate. The Complainant states that he returned one copy by hand to the local branch and posted one copy to head office. The Complainant makes reference to one or both of these ‘forms’ being lost and to a “*certain deadline*” which he states the Provider subsequently insisted had passed, as a result of which the Provider refused to refund the payments.

The Provider’s response offers some additional detail and history of this aspect of the complaint. The direct debit was set up on **16 September 2014**.

It seems that the first time the direct debit presented for payment was in **May 2015** when a deduction of €64.10 was made. Thereafter, direct debits were presented, and payments in similar amounts were deducted, on 31 July 2015 (€64.82), 02 November 2015 (€65.54), 03 February 2016 (€65.54), and 05 May 2016 (€64.64).

The Provider’s internal notes record that, on **16 June 2016**, the Complainant logged a complaint regarding the direct debits claiming that he had contacted the Provider in **July 2015** seeking to cancel the direct debit. The notes record that the Complainant was not disputing the July 2015 transaction but was seeking a refund of the subsequent three transactions amounting to **€195.72**. No further direct debits were processed after this initial complaint.

I note that a response to the complaint issued in writing to the Complainant on **23 June 2016** in which the Complainant was advised of the procedure to seek a refund of the direct debit payments using an “*unauthorised refund form*” to be completed, which was included with the Provider’s correspondence. The letter outlined the time limits within which such claims for refunds could be made, none of which had expired at that point.

The first impending time limit was **December 2016**, following which it would not be possible to claim a refund of the November 2015 payment by way of this system.

In respect of the **May 2016** payment, I note that an automatic (“*no questions asked*”) refund of this amount could be secured, as 8 weeks had not yet passed since the transaction.

Matters appear to have lain in abeyance thereafter, until **1 June 2017** when the Complainant raised the issue again whilst in attendance at the local branch on that date. On this occasion, as per the Provider’s internal records, the Complainant states that he had forwarded the ‘unauthorised refund forms’ “*some time ago*”.

The Provider initially maintained that it had no record of receiving any such forms however, in its response to this Office, and subsequent to “*further searches*”, the Provider uncovered the forms (which included a claim in respect of the July 2015 payment) which had in fact been completed and submitted by the Complainant, but in respect of the wrong account, ie an account other than the account from which the direct debits had been paid. In my opinion, this goes some way to explaining why the forms were not located earlier.

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Disappointingly, it does not however explain why further communication was not had with the Complainant at the time, relating to the matter, a fact acknowledged by the Provider when sending its formal response to this complaint. In acknowledging the failing, the Provider, in its response to this Office, made an offer of compensation in the amount of **€500.00**, noting that the third-party utility had already refunded the relevant payments.

In my view, owing to the absence of a written instruction from the Complainant to cancel the direct debit, as required by the terms and conditions of the account, I accept that it was not appropriate for the Provider to cancel the direct debit, before June 2016.

However, the evidence shows the Provider's failings, which it has acknowledged, in respect of its handling of this aspect of the complaint from June 2016 onwards, though I am mindful that the requests for refunds (using the 'forms') may not have been successful in any event. The Complainant initially (during the phone call of 16 June 2016) sought the refund of the three payments deducted subsequent to July 2015 (which amounted to €195.72). It would appear that the Complainant subsequently broadened his claim to include the July 2015 payment, such that the total then amounted to €260.54 and I note that since that time, the Complainant has been refunded this full amount, by the third-party utility.

As the Provider acknowledged its shortcoming and offered compensation in a timely manner when it was responding to the formal investigation by this Office, the question which arises is whether the compensation offered at that time is reasonable. With regard to the amount of the offer, I am satisfied that the figure proposed by the Provider was fair, and that it represents more than adequate compensation, it being almost twice the figure in dispute, given indeed that the Complainant has already recouped the payments from the utility.

In those circumstances, I do not consider it necessary or appropriate to make any direction to the Provider, and rather, it will be a matter for the Complainant to make direct contact with the Provider if he wishes to accept that compensatory offer to redress this element of the complaint. In that event, once the legally binding decision of this Office has been issued, he should contact the Provider in the short term, to make arrangements to receive payment, as the Provider cannot be expected to hold that offer open, indefinitely.

Closure of Account

I accept that the terms and conditions of the Complainant's account, as reproduced above, entitle the Provider to close the Complainant's accounts subject only to the provision of two months' notice. There is no requirement that any decision to close the accounts be made by reference to any particular event or conduct.

Consequently, from a contractual point of view, there is no restriction on the Provider in calling for the closure of accounts provided that the notice period is made available, as it was to the Complainant in letters issued to him in **June 2017**.

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The question arises as to whether the Provider acted in accordance with the terms and conditions of the account, or contrary to any relevant legislative provisions or guidelines such as the **Consumer Protection Code** or the **European Communities (Payment Services) Regulations 2009** or the **Financial Services and Pensions Ombudsman Act 2017**, in particular **Section 60(2)** thereof.

I can identify no breach of the Consumer Protection Code or of the European Communities (Payment Services) Regulations 2009. Indeed, Provision 56(3), as set out above, has clearly been observed. Accordingly, the Complainant's complaint can be upheld only if it is established that the conduct complained of was unreasonable, unjust, oppressive or discriminatory pursuant to **Section 60(2)** of the **Financial Services and Pensions Ombudsman Act 2017**. Although the Complainant postulates what he views as the unacceptable conduct of the Provider, to be connected to his non-Irish nationality, there is no evidence before me which bears this out.

The Provider maintains that following several interactions with the Complainant, during which he expressed an ongoing lack of satisfaction with the service being provided to him, and a lack of confidence in the Provider or its staff, it took the decision to discontinue offering banking services to the Complainant. The Provider says in that regard that such a decision is not taken lightly, but having made that decision, it gave the Complainant two months' notice so that he could make alternative banking arrangements.

The Provider has referred to the statements from a number of staff members, and points out that there was no one isolated incident, but rather there were ongoing relationship difficulties, and numerous situations when the Complainant referred to the Provider and its staff, as being incompetent. The Provider has supplied this Office with internal notes recording the details of various complaints made by the Complainant over the years. I note that there are three instances of the Complainant having been recorded as describing the Provider or its staff as "*incompetent*" and/or "*unhelpful*".

In my opinion, it would not be appropriate for any financial service provider to take a decision to close an account, simply due to the fact that a particular customer had a history of making complaints. The outcome of any such complaints are equally matters that should not properly be taken into consideration, in deciding to terminate a banking relationship. A provider, however, can reasonably take into account a history of conduct by a customer in the course of making complaints, whether or not the complaints themselves, or certain aspects of them, are subsequently substantiated. I am satisfied that a financial service provider owes a clear duty to its employees to shield them from customers whose interactions may cause them to feel threatened or ill at ease, as they embark on their daily work.

The Provider has furnished this Office with various internal communications which reflect the perceptions of staff members when dealing with the Complainant. I note that the manager with whom the Complainant interacted on **1 June 2017** (as well as on previous occasions) and who the Complainant describes as being "*obstructive and unhelpful*", "*unprofessional*", "*intemperate*", "*manipulative*", "*rude and arrogant*", and as having "*unprofessional motives*", portrayed the Complainant in the following language:

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Very difficult to have a discussion with this gent

I note that a separate branch manager stated as follows:

I advised if he continued in the tone he was talking to me I would hang up, he became more aggressive on the phone. At that point I advised I was ending the call and hung up.

His line of questioning is highly intimidating

A more junior employee stated:

To be honest, I wouldn't deal with him for day to day. I would be extremely nervous and on edge if I was to deal with on the floor and exposed.

A second employee stated:

Probably the most difficult and dangerous customer that I have dealt with in my 27 years in the Bank,

It seems to me from the evidence available that the Provider has reasonably taken the view that the Complainant could be difficult for staff to deal with, and that staff were viewing his interactions as discourteous and intimidating. In those circumstances, having considered the evidence, I do not believe that the Provider has acted unreasonably or unjustly or oppressively or in a discriminatory manner, when it made the decision to call for the closure of the Complainant's accounts.

I consider some of the content of the telephone recordings made available in evidence by the Provider, to be salient in this respect. The extracts below are taken from some of the said phone recordings, though I consider it appropriate to note that the extracts do not convey the very lengthy, repeated, challenging nature of the questioning by the Complainant, of the Provider's individual staff members, and at times his very obstinate determination to press for responses, even when told on several occasions that the Provider was unable to offer further information regarding the accounts.

The Complainant did not raise his voice to the staff members he spoke with but, in my opinion, the nature of the questioning he deployed, on occasion, was somewhat forceful, in respect of queries that I am satisfied had already been addressed, or in respect of queries the answers to which the Provider's agents explained that they did not have. In addition, some of the Complainant's comments were particularly disparaging. Some of the content, by way of example, includes the following:

"But the main reason I phoned, is about the bank writing a letter to me ordering me to close my accounts and I'm wondering, well first off, do I have to actually have to do that or is it some unprofessional, ignorant, ill-mannered manager who's just fed up with me being a nuisance to her personally."

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"[The manager] was showing me out the back door and, largely speaking, the woman seemed a bit aeriaded because I wouldn't do as I was told...

... I thought the woman was just rude and unhelpful."

"The woman was a bit rude and arrogant towards me and I was only trying to ask a simple question."

"You can imagine it is a nuisance having to change banks, especially when you've been with the same one since 1985. This is where the woman is getting one over on me, if you see what I mean, by causing me this displeasure, discomfort, nuisance and all that."

"To keep the peace, for want of a better phrase, I didn't go back in the [redacted] branch, partly because I thought maybe I might say something out of place, like I might just walk up to the counter and say could you just give me my money and being rude about it. But I thought, I won't go in there because I might find it difficult not to be rude because I think they're being completely off-hand towards me after 30-odd years with the same bank."

"In the meanwhile, I've gone to the banking ombudsman, and based on that, in theory, you shouldn't be closing my accounts yet until this complaint is resolved, so I am happy to do all of this because of some unprofessional, awkward, difficult administrator, I don't know, there might be some other reason, I've asked the bank why; even the manager in [branch redacted] wouldn't tell me why, he just hung the phone up."

"What I've since learned about this episode is that [the Provider] is a little unprofessional and inefficient, never mind rude and ill-mannered and unethical and all that ..."

I note that the Provider formed the opinion in June 2017, that its relationship with the Complainant had become *"unsatisfactory"*, that it had *"broken down irretrievably"* and that it no longer wished to *"do business"* with him.

In that context, I note that the Complainant himself views several of the comments made about him by employees of the Provider, including those set out above, as *"defamatory"*, *"completely false"*, *"misleading"*, *"scurrilous"*, *"exaggerated"*, *"untrue"* and *"libellous"*.

He describes the Provider itself in writing as *"unprofessional"*, *"inefficient"*, *"awkward and obstructive"*, *"rude"*, *"ill-mannered"* and *"unethical"*.

I note that many of these adjectives quoted immediately above, are repeated within the phone recordings.

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In those circumstances, I accept that the relationship between the parties has indeed broken down and, in the circumstances, I do not believe that the Provider's decision to terminate its professional relationship with the Complainant was inappropriate or unreasonable, unjust, oppressive or discriminatory within the meaning of **Section 60(2)** of the **Financial Services and Pensions Ombudsman Act 2017**.

I note that the Provider wrote to the Complainant in the following terms on **2 June 2017**, in respect of three of the Complainant's accounts (similar wording was used in a letter of 16 June 2017 to seek closure of the Complainant's final account):

"We endeavour to provide a high standard of service to our customers at all times and it is disappointing to learn of instances where expectations have not been met.

I am also very sorry to note that each point of contact we have with you leads to further upset for you and deterioration in your confidence that our service will ever improve.

It is now apparent to us that we cannot in any instance meet your expectations.

Therefore, we regret to advise you that because of the unsatisfactory relationship with [the Provider], the Bank, with effect from 60 days of the date of this letter, is no longer prepared to offer you current account banking facilities."

I view the foregoing as an entirely reasonable and appropriate response by the Provider to the circumstances which had arisen. Although the Complainant takes issue with the statement that his professed limited expectations, are incapable of being met, I nevertheless note his repeated references, to the "incompetent" service made available by the Provider. The Complainant has an expectation which includes the provision of "customer service of a good standard", being a level of service which the Complainant clearly believes the Provider has failed to deliver.

Quite apart from the broken-down relationship between the parties, it is important however to note that, even if the Complainant's expectations were capable of being met, the Provider would nevertheless have been entitled to terminate the relationship, without reason, by giving two months' notice to him, as prescribed by the account terms and conditions.

This is the information which the Complainant originally sought in June 2017, when he telephoned the Provider's customer service team, asking whether the Provider could simply "order" him to close his accounts. The Complainant did not have the letter to hand, but he had received a phone call from his mother who was living at the address to where the letter had been sent, and she read the contents of the letter to him, over the phone.

When the Complainant contacted the Provider's customer service team, it was unhelpful that not only did the Complainant not have access to the actual letter, but in addition the customer service agent could not access the contents of it, or even a record that it had been sent.

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I note that the agent confirmed that there was nothing in the notes for the Complainant's account to suggest that the Provider would send him a letter of that nature, describing the situation as "*a bit weird*". It is indeed a mystery as to why the Provider's records, at that time, did not reflect that action which had been taken to call for closure of the Complainant's accounts.

When the Complainant pressed the agent as to whether the Provider could tell him to close his accounts, the agent said that he did not know, and would find out, and then subsequently he mentioned that he had asked all of his colleagues there with him, and they all agreed that the answer was "No", that the Provider would not have the power to do that. This is disappointing and suggests to me that the customer service agent and perhaps other members of his team, were unfamiliar with what is, in fact, a standard term of the Provider's service provision. It was only when the Complainant was transferred to a supervisor that he was told that such letters can be issued by the Provider, in certain circumstances, calling on customers to close their accounts.

In light of the foregoing, whilst I do not accept that the Provider wrongfully sought to close the Complainant's accounts, I take the view that the information given to the Complainant during those initial telephone discussions in June 2017, was disappointing. Had the correct information been given, this may have eliminated the need for the Complainant to continue phoning the Provider to press for answers as to why the branch manager had sent him the closure notification letter.

Accordingly, for the reasons outlined above, the element of the complaint about the payments to a third-party utility company, is not upheld, and it will be a matter for the Complainant to communicate directly with the Provider (if he wishes to accept the compensatory gesture on offer to him).

Insofar as the other element of the complaint is concerned, whilst I accept that the Provider was entitled to give notice to the Complainant, regarding the requirement to close his accounts, I consider it appropriate to partially uphold the complaint, owing to the very poor level of information made available to the Complainant when he sought to query the Provider's entitlement to send a letter of that nature to him.

I consider the Provider's shortcomings in that regard to constitute conduct which was unreasonable within the meaning of **Section 60(2)(b)** of the **Financial Services and Pensions Ombudsman Act 2017**.

To mark that decision, I consider it appropriate to direct the Provider pursuant to **Section 60(4)(d)** of the **Financial Services and Pensions Ombudsman Act 2017**, to make a compensatory payment to the Complainant, as 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) 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 €400 (four hundred Euros), 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 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 OMBUDSMAAN (ACTING)

5 August 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.

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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.

