



<u>Decision Ref:</u>	2022-0329
<u>Sector:</u>	Banking
<u>Product / Service:</u>	Tracker Mortgage
<u>Conduct(s) complained of:</u>	Failure to offer a tracker rate at point of sale
<u>Outcome:</u>	Rejected

LEGALLY BINDING DECISION OF THE FINANCIAL SERVICES AND PENSIONS OMBUDSMAN

Background

This complaint relates to a mortgage loan account which is held by the Complainants with the Provider. The mortgage loan that is the subject of this complaint is secured on the Complainants' principal private residence.

By way of background, the Complainants drew down their original mortgage loan under mortgage loan account loan ending **9430** with the Provider in or around **March 2003**. The **Mortgage Loan Offer Letter** dated **22 October 2002**, which governs this mortgage loan account, outlines that the interest rate applicable to the loan was a discounted variable interest rate of 3.05% for the first 12 months of the loan, with the Provider's standard variable interest rate to apply thereafter.

The Complainants later completed a **Mortgage Form of Authorisation** dated **26 September 2007**, which then converted mortgage loan account ending **9430** to a tracker interest rate of ECB + 0.85%. Mortgage loan account ending **9430** is not the subject of this complaint.

In **May 2009**, the Complainants drew down a new mortgage loan with the Provider under mortgage loan account ending **4826**. **Mortgage Loan Offer Letter** dated **07 April 2009** in relation to mortgage loan account ending **4826** provided for a loan in the amount of

€195,000.00 repayable over a term of 20 years commencing on variable interest rate of 3.10%. Mortgage loan account ending **4826** is the subject of this complaint.

The Complainants' Case

The Complainants outline that they *"took out a top-up mortgage with [the Provider] on [their] existing home mortgage"* in **May 2009**. The Complainants submit that this top-up mortgage *"resulted from pressure by [the Provider] to use [their] home as collateral"* for an existing loan on an investment property. The Complainants contend that, as this top-up mortgage related to their existing home loan mortgage, which was on a tracker interest rate, they *"should have been given the same conditions"* on this top-up loan.

The Complainants note that their *"original Mortgage was on a Tracker Rate"*, however when they applied for their top-up mortgage loan, they *"were not offered a tracker rate and were given a variable rate for the top up mortgage"*. The Complainants submit that, as mortgage loan account ending **4826** was a top-up loan on their existing mortgage loan account ending **9430**, they *"strongly feel that [they] should have been given the same conditions and should have been placed on a tracker rate and not a variable [rate] as [the Provider] applied"*.

The Complainants assert that the Provider's contention that the term 'top-up' was used for *"commercial convenience only"* is *"very misleading"* as the Complainants contend that the term 'top-up' *"means an additional or extra amount"*. On that basis, the Complainants maintain that *"if you are talking about a Top-Up on an existing Mortgage then that means an additional amount on that mortgage"*. The Complainants submit that *"[i]f this is not the meaning, then the [Provider's] use of the term is a misnomer and very misleading"* for customers.

The Complainants further state that when they recently approached the Provider to switch their top-up mortgage to another lender, the Provider informed them that they *"couldn't because [their] two mortgages are linked"*. The Complainants explain that this means *"[i]f [they] want to switch to another lender [they] would have to switch both mortgages and in the process lose [their] tracker rate in the switch"*.

The Complainants are seeking that their complaint to be resolved in accordance with the Provider's *"Tracker Mortgage Redress Process"*.

The Provider's Case

The Provider submits that in order to understand the Complainants' mortgage loan account ending **4826** (the top-up mortgage), *"it is necessary to consider the Complainants' separate mortgage loan account secured on the same property"*, mortgage loan account ending **9430**, which is the Complainants' original mortgage loan.

Mortgage loan account ending 9430

The Provider outlines that the Complainants drew down mortgage loan account ending **9430** in the sum of €200,000.00 on **27 March 2003** for a term of 20 years under a Mortgage Loan Offer Letter dated **22 October 2002**, which was accepted and signed by the Complainants on **20 December 2002**. The Provider details that this mortgage loan account was *"subject to a discounted variable rate of 3.05% for the first 12 months after drawdown, subsequent to which it was to move to a standard variable rate"* of interest.

The Provider submits that on **29 March 2004**, this mortgage loan account was converted to the Provider's standard variable interest rate, which was 3.60% at that time. The Provider notes that this mortgage loan account converted to a standard variable interest rate *"in line with the terms and conditions of the offer letter and in the absence of an alternative rate being chosen by the Complainants"*.

The Provider outlines that the Complainants signed and completed a Mortgage Form of Authorisation on **26 September 2007**, to apply a tracker interest rate of ECB + 0.85% to the mortgage loan account. The Provider notes that a tracker interest rate was applied to the mortgage loan account on **02 October 2007**, and mortgage loan account ending **9430** has remained on a tracker interest rate to date.

Mortgage loan account ending 4826

The Provider submits that the Complainants subsequently applied for a *"top-up"* mortgage loan. The top-up loan was to be secured against the same property as their existing mortgage loan account ending **9430**. The Provider details that this top-up mortgage loan was drawn down on **29 May 2009** pursuant to the terms and conditions of Mortgage Loan Offer Letter dated **07 April 2009**. The Provider notes that this Mortgage Loan Offer Letter provided for a standard variable interest rate of 3.10% for the 20-year term of the loan.

The Provider outlines that the Mortgage Loan Offer Letter for mortgage loan account ending **4826**, which was accepted and signed by the Complainants on **06 May 2009**, contains no contractual entitlement to a tracker interest rate. The Provider also details

that it ceased offering tracker interest rates in **late-2008**, to customers who were not contractually entitled to be offered such rates.

The Provider notes that the *“essence of the Complainants’ complaint”* is that given mortgage loan account ending **4826** is a top-up loan on their existing mortgage loan account ending **9430** (which was tracker rate mortgage) and concerns the same mortgaged property, the Complainants are of the view that a tracker interest rate should have been applied to the top-up loan. In this regard, the Provider asserts that the phrase *“top-up”* is only used in this context for commercial convenience and is *“without legal effect”*. The Provider explains that *“[u]nderlying each mortgage loan account is an entirely separate contract with separate terms and conditions”*. The Provider contends that it *“cannot be said to have been obliged to offer the Complainants”* a tracker interest rate in **April 2009**, just because a tracker interest rate applied to mortgage loan account ending **9430**, which was a completely separate mortgage loan. In addition, the Provider notes that it was no longer offering tracker interest rates for new mortgage loans in **2009** because it had discontinued tracker interest rates in **late-2008**.

In response to the Complainants’ submission that the reason they drew down mortgage loan account ending **4826** was due to pressure from the Provider to use their *“home as collateral for an existing investment property loan”*, the Provider asserts that there is *“no evidence to support”* this contention. Further, the Provider states that it *“emphatically refutes the assertion that any pressure was put on the Complainants as set out in their complaint”*.

In response to the Complainants’ submission that they were told by the Provider that if they wanted to move the mortgage loan under mortgage loan account ending **4826** to another financial services provider, they would have to move both mortgages and therefore lose their tracker interest rate mortgage on mortgage loan account ending **9430**, the Provider states that it has no record of any such interaction with the Complainants. The Provider states that it *“cannot comment on the particular interaction referenced by the Complainants”* because the Complainants *“ha[ve] not given any detail”* of this interaction.

The Provider details that *“[w]hile both mortgages are contractually distinct from one another, they are both secured on the same property, with the Provider holding a first legal charge in respect of same”*. The Provider explains that, if the Complainants were to switch mortgage loan account ending **4826** to another financial institution, the new *“top-up”* mortgage *“could not be secured by a second ranking legal charge, as the Provider holds a first legal charge over the security property”*. The Provider therefore states that the only two options for switching mortgage loan account ending **4826** are to either switch both mortgages (and the first legal charge) to another mortgage provider, or for the alternative provider to accept a second ranking legal charge on the top-up mortgage, which the

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Provider contends is “*not likely to be acceptable to another financial services provider*”. The Provider asserts that in circumstances where another financial services provider is not likely to accept an inferior charge as security for a new mortgage loan, the Complainants would most likely have to switch both mortgage accounts to another provider if they wished to change their financial service provider.

The Complaint for Adjudication

The complaint for adjudication is that the Provider incorrectly failed to offer the Complainants a tracker interest rate on their mortgage loan account ending **4826** in **May 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 Complainants were given the opportunity to see the Provider’s response and the evidence supplied by the Provider. A full exchange of documentation and evidence took place between the parties.

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 **09 September 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.

In order to determine this complaint, it is necessary to review and set out the relevant documentation relating to the Complainants' mortgage loan. It is also necessary to consider the details of certain interactions between the Complainants and the Provider.

The mortgage loan account that is the subject of this complaint is mortgage loan account ending **4826**. However, it is necessary to also outline the details of mortgage loan account ending **9430**. Mortgage loan account ending **9430** is the original mortgage loan drawn down by the Provider and is secured against the same property as mortgage loan account ending **4826**.

Mortgage loan account ending 9430

The Provider issued a **Mortgage Loan Offer Letter** dated **22 October 2002** to the Complainants which details as follows:

**"PART 1 – THE STATUTORY LOAN DETAILS
IMPORTANT INFORMATION AS AT 22 October 2002**

1. Amount of Credit Advanced		€200,000
2. Period of Agreement		20 Years
3. Number of Repayment Instalments	Instalment Type	4. Amount of each Instalment
12	Variable at 3.690%	€1,178.36
228	Variable at 4.740%	€1,284.40

.....

PART 2- THE ADDITIONAL LOAN DETAILS

- 11. Type of Loan: Repayment
- 12. Interest Rate: 3.690% Variable
- 13. Property to be Mortgages (the "Property")
[redacted address]"

Part 4 - The Special Conditions to the **Mortgage Loan Offer Letter** details as follows:

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“(a) The following Special Conditions apply to the Loan:

...

(iii) The interest rate applicable to the loan has been discounted by 1.05% per annum on the amount of the loan for a period of 12 months from the date of drawdown of the loan. At the end of the said discount period the reduction shall cease and the interest rate applicable to the loan shall revert to the then prevailing Home Loan variable rate.

This is an important legal document. You are strongly recommended to seek independent legal advice before signing it.”

The relevant sections of the **Part 5 – The General Conditions** to the **Mortgage Loan Offer Letter** detail as follows:

“6. Variable Interest Rates

(a) Subject to clause 6 (c), at all times when a variable interest rate applies to the Loan the interest rate chargeable will vary at the Lender’s discretion upwards or downwards. If at any time a variable rate of interest applies, repayments in excess of those agreed may be made at any time during the term of the Loan without penalty.

(b) The Lender shall give notice to the Borrower of any variation of the Interest rate applicable to the Loan, either by notice in writing served on the Borrower in accordance with clause 1(c), or by advertisement published in at least one national daily newspaper. Such notice or advertisement shall state the varied interest rate and the date from which the varied interest rate will be charged.

(c) Notwithstanding anything else provided in this Offer Letter, the varied applicable interest rate shall never, in any circumstances, be less than 0.1% over one month’s money at the Euro Inter Bank Offered Rate (EURIBOR)”

The **Consumer Credit Act Notices** on the **Mortgage Loan Offer Letter** also provide as follows:

“If your mortgage loan is at any time at a variable rate, please note:

THE PAYMENT RATES ON THIS HOUSING LOAN MAY BE ADJUSTED BY THE LENDER FROM TIME TO TIME.”

The **Borrower’s Acceptance and Consents** section of the **Mortgage Loan Offer Letter** provides as follows:

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“... To signify your Acceptance of these terms and conditions, you must complete this Acceptance and Consents and return one page of the Offer Letter, duly completed, to the Lender...”

- 1. I confirm that I have read and fully understand the Consumer Credit Act notices, set out above, and the terms and conditions contained in this Offer Letter and I confirm that I accept this Offer Letter on such terms and conditions...”*

The Complainants accepted and signed this **Mortgage Loan Offer Letter** on **20 December 2002**. The **mortgage loan account statements** submitted in evidence show that this mortgage loan was drawn down in stages, with the first stage payment being drawn down on **28 March 2003** on a discounted variable rate. The **mortgage loan account statement** also shows that the mortgage loan account converted to the Provider’s standard variable rate of interest at 3.6% on **29 March 2004**, in line with the Complainants’ **Mortgage Loan Offer Letter**.

The Complainants completed a **Mortgage Form of Authorisation** on **26 September 2007**, which states as follows:

“The interest rate shall be no more than .85% above the prevailing European Central Bank Main Refinancing Operations Minimum Bid Rate (“Repo rate”) for the term of the Loan.

APPLICATION FOR CHANGE OF INTEREST RATE:

I/We wish to apply for the tracker mortgage variable Interest rate as detailed above for my/our mortgage loan (the “Loan”).

...

I acknowledge that following the acceptance by [the Provider] of this Application the terms and conditions applicable to the Loan shall be amended/varied by the terms and conditions set out in this Form of Authorisation, and I accept the said conditions and agree to be bound by them.

I acknowledge and agree that:

...

In converting the Loan to a Tracker Mortgage Loan, I agree that the interest rate applicable to the Loan is a variable interest rate and may vary upwards or downwards. The interest rate shall be no more than the percentage stated on page 1 above the prevailing European Central Bank Main Refinancing Operations

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Minimum Bid Rate (“Repo rate”) for the term of the Loan. Variation in interest rate shall be implemented by [the Provider] not later than close of business on the 5th working day following a change in the Repo rate by the European Central Bank. Notification shall be given to the Borrower of any variation in interest either by notice in writing served on the Borrower, or first named borrower where there is more than one borrower, or by advertisement published in at least one national daily newspaper. In the event that, or at any time, the Repo rate is certified by [the Provider] to be unavailable for any reason the interest rate applicable to the Loan shall be the prevailing Home Loan Variable Rate.

Save as set out in this Form of Authorisation all the terms and conditions applicable to the Loan remain unchanged.”

The **mortgage loan account statements** show that a tracker interest rate of ECB + 0.85% was applied to mortgage loan account ending **9430** on **02 October 2007**. I note that this mortgage loan account has since remained on a tracker rate of interest.

Mortgage Loan Account ending 4826

The Provider’s undated **internal notes** in relation to the Complainants’ mortgage loan application for mortgage loan account ending **4826** detail as follows:

“Proposition

Back in 2004, [name redacted] & [First Complainant] purchased 2 houses adjacent to each other on [redacted]. The plan was to buy, knock and rebuild them as commercial units. In order to do this, they had to apply for planning and over the course of the last few years, they have experienced difficulties with planning and the latest problem has arisen with sewage treatment issues. They borrowed 350k by way of a development finance loan through [address redacted] branch back in ’04. The proposed commercial development is no longer going ahead due to the ongoing planning restrictions and both properties are now rented. One is a 3 bed cottage and adjacent to it is a 3 bed bungalow on [redacted] street in [address redacted]. Due to the location of both, rents of 800 each are highly achievable. They want to convert the commercial development loan [redacted] onto RIL borrowings I have keyed in this as a term loan to be refinanced. The properties are currently NOT numbered, but for the purpose of this application I have called them 1 & 2 [redacted]. I have been advised that both props are on the one folio and that the combined loan of 350k at the time was to purchase the two props. They want to do

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some general home improvements before letting and will borrow a further 10k. They also plan to use their own funds towards the renovations."

The Provider's internal notes indicate that the First Complainant approached the Provider to seek to refinance an existing commercial loan as the commercial development of the site was no longer progressing due to planning issues. The Provider explains that the security property proposed by the Complainants for the additional mortgage loan was the Complainants' private dwelling home which was the same property secured against the Complainants' original mortgage loan mortgage loan account ending **9430**.

On foot of the Complainants' mortgage loan application, the Provider issued a **Mortgage Loan Offer Letter** dated **07 April 2009** to the Complainants which details as follows:

**"PART 1 – THE STATUTORY LOAN DETAILS
IMPORTANT INFORMATION AS AT 07 April 2009**

4. Amount of Credit Advanced	€195,000
5. Period of Agreement	20 Years
6. Number of Repayment Instalments	4. Amount of each Instalment
240	€1,090.47
.....	

PART 2- THE ADDITIONAL LOAN DETAILS

- 11. Type of Loan: Repayment
- 12. Interest Rate: 3.100% Variable
- 13. Property to be Mortgages (the "Property")
[redacted address-same as address of property detailed in Mortgage Loan Offer Letter dated 22 October 2002] "

Part 4 - The Special Conditions to the **Mortgage Loan Offer Letter** details as follows:

"The Loan is subject to the following special conditions (the "Special Conditions") which, unless stated to the contrary, must be complied with in full to the Lender's satisfaction before the Loan, or any part of it, can be drawn down:

(a)The following Special Conditions apply to the Loan:

...

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(ii) Given the nature of this loan, The Lender strongly recommends that you obtain independent legal advice prior to executing these documents. You must provide a letter from your advising solicitor confirming that you has [sic] received such independent legal advice, or provide a written acknowledgement that it has been recommended to you to obtain such advice, but have decided against taking such advice.

...

(v) For the purpose of General Condition 2 (a) (i) of this Loan Offer Letter the Lender's Security shall comprise the Lender's existing first legal mortgage or charge over the Property which will secure the aggregate of the Borrower's existing borrowings and this Loan...

This is an important legal document. You are strongly recommended to seek independent legal advice before signing it."

The relevant sections of the **Part 5 – The General Conditions to the Mortgage Loan Offer Letter** detail as follows:

"2. Security and Valuation

(a) The "Lender's Security" is (i) the first legal mortgage or charge over the Property described in Part 2....

6. Variable Interest Rates

(a) Subject to clause 6 (c), at all times when a variable interest rate applies to the Loan the interest rate chargeable will vary at the Lender's discretion upwards or downwards. If at any time a variable rate of interest applies, repayments in excess of those agreed may be made at any time during the term of the Loan without penalty.

(b) The Lender shall give notice to the Borrower of any variation of the Interest rate applicable to the Loan, either by notice in writing served on the Borrower in accordance with clause 1(c), or by advertisement published in at least one national daily newspaper. Such notice or advertisement shall state the varied interest rate and the date from which the varied interest rate will be charged.

(c) Notwithstanding anything else provided in this Offer Letter, the varied applicable interest rate shall never, in any circumstances, be less than 0.1% over one month's money at the Euro Inter Bank Offered Rate (EURIBOR)"

The **Consumer Credit Act Notices** on the **Mortgage Loan Offer Letter** also provide as follows:

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*"If your mortgage loan is at any time at a variable rate, please note:
**THE PAYMENT RATES ON THIS HOUSING LOAN MAY BE ADJUSTED BY THE LENDER
FROM TIME TO TIME."***

The **Borrower's Acceptance and Consents** section of the **Mortgage Loan Offer Letter** provides as follows:

"... To signify your Acceptance of these terms and conditions, you must complete this Acceptance and Consents and return one page of the Offer Letter, duly completed, to the Lender..."

1. I confirm that I have read and fully understand the Consumer Credit Act notices, set out above, and the terms and conditions contained in this Offer Letter and I confirm that I accept this Offer Letter on such terms and conditions..."

The Complainants' solicitor issued a letter to the Provider on behalf of the Complainants dated **22 May 2009**, which states as follows:

"We, [the Complainants] of [Complainants' address] acknowledge that we have been advised by [their solicitor] to obtain independent legal advice in relation to obtaining a mortgage over our property at [property address]."

We have declined to take independent legal advice and fully understand the consequences of signing this acknowledgement."

The Complainants accepted and signed the **Mortgage Loan Offer Letter** dated **07 April 2009** on **06 May 2009**. While the mortgage account statements pertaining to this mortgage loan account have not been submitted in evidence by the Provider, the Provider states that this mortgage loan was drawn down on **29 May 2009**. In any event, the date on which this mortgage loan was drawn down does not appear to be in dispute between the parties.

It is clear that the **Mortgage Loan Offer Letter** dated **07 April 2009** provided for a variable interest rate of 3.1%, with a variable interest rate to apply for the term of the loan. The variable rate in this case made no reference to varying in accordance with variations in the European Central Bank main refinancing rate, but rather it was a variable rate which could be adjusted at the discretion of the Provider.

The Complainants appear to be of the view that a tracker interest rate should have been applied to the new mortgage loan account ending **4826** instead of a variable interest rate because this was an extension to their existing mortgage loan account ending **9430**, which

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was a tracker rate mortgage. In this regard, it is important to note it was the Complainants who approached the Provider to seek additional finance in **2009**. It was therefore a matter for the Provider to firstly agree to facilitate any additional borrowings and secondly how the new loan finance offer would be structured. It was then a matter for the Complainants to decide whether to accept the offer made to them. Although this new mortgage loan has been described as a “*top-up*” loan in certain communications, it is not described as such in the **Mortgage Loan Offer Letter**. In any event, the **Mortgage Loan Offer Letter** dated **07 April 2009** in relation to mortgage loan account ending **4826** is completely separate and distinct to the mortgage loan agreement in relation to mortgage loan account ending **9430**.

While both mortgage loans are secured against the same mortgaged property, mortgage loan account ending **9430** and mortgage loan account ending **4826** are governed by the separate and distinct loan offers and terms and conditions. Therefore, although a tracker interest rate applied to mortgage loan account ending **9430**, this did not confer a contractual entitlement on the Complainants to be offered a tracker interest rate in respect of their new borrowings under mortgage loan account ending **4826**.

The Complainants were strongly recommended to obtain independent legal advice prior to drawing down the new mortgage loan under mortgage loan account ending **4826** however they declined to obtain independent legal advice. By signing the **Acceptance and Consents** section of the **Mortgage Loan Offer Letter** dated **07 April 2009** for mortgage loan account ending **4826**, the Complainants confirmed that they fully understood the terms and conditions contained in the **Mortgage Loan Offer Letter**, to include the applicable interest rate, and that they accepted such terms.

Having considered the evidence before me, I note that there was no obligation on the Provider to offer the Complainants a tracker interest rate option in relation to mortgage loan account ending **4826** in **April 2009**. It is important to note that mortgage loan account ending **4826** is governed by the terms contained in **Mortgage Loan Offer Letter** dated **07 April 2009** which was accepted and signed by the Complainants on **06 May 2009**. I am satisfied that the terms of the **Mortgage Loan Offer Letter** dated **07 April 2009** were sufficiently clear in relation to the Complainants’ interest rate entitlements. In this regard, there was no contractual entitlement on the part of the Complainants to a tracker interest rate at any time during the term of the mortgage loan. The Complainants were only contractually entitled to a variable interest rate.

For the reasons outlined above, I do not uphold this complaint.

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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.



Handwritten signature of Jacqueline O'Malley in black ink.

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

04 October 2022

PUBLICATION

Complaints about the conduct of financial service providers

Pursuant to *Section 62* of the *Financial Services and Pensions Ombudsman Act 2017*, the Financial Services and Pensions Ombudsman will **publish legally binding decisions** in relation to complaints concerning financial service providers in such a manner that—

(a) ensures that—

- (i) a complainant shall not be identified by name, address or otherwise,
 - (ii) a provider shall not be identified by name or address,
- and

(b) ensures compliance with the Data Protection Regulation and the Data Protection Act 2018.

Complaints about the conduct of pension providers

Pursuant to *Section 62* of the *Financial Services and Pensions Ombudsman Act 2017*, the Financial Services and Pensions Ombudsman will **publish case studies** in relation to complaints concerning pension providers in such a manner that—

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(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.

