



<b><u>Decision Ref:</u></b>	2023-0135
<b><u>Sector:</u></b>	Banking
<b><u>Product / Service:</u></b>	Tracker Mortgage
<b><u>Conduct(s) complained of:</u></b>	Failure to offer a tracker rate throughout the life of the mortgage
<b><u>Outcome:</u></b>	Rejected

#### **LEGALLY BINDING DECISION OF THE FINANCIAL SERVICES AND PENSIONS OMBUDSMAN**

##### **Background**

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

The **Letter of Approval** dated **20 October 2008** in relation to mortgage loan account ending **5330** provided that the interest rate applicable to the mortgage loan was a one-year discounted loan-to-value variable interest rate. The loan amount was €406,000.00 and the term of the loan was 26 years. This mortgage loan account was drawn down on **27 November 2008**.

##### **The Complainants' Case**

The Complainants submit that in **2000** they drew down their mortgage loan account ending **1923** with the Provider on a variable interest rate. The Complainants submit that in **2005** they took out a new mortgage loan account ending **7275** in the amount of €312,000.00 repayable over a term of 25 years, which cleared mortgage loan account ending **1923** and another smaller loan. The Complainants detail that the interest rate applicable to mortgage loan account ending **7275** was a tracker interest rate of ECB + 1.1%.

The Complainants submit that they approached the Provider in **2008** to request a top-up loan as they were moving house. The Complainants outline that they *“were offered [a] 1 year discounted variable [interest] rate loan”* at a rate of 5.85% for a period of 26 years in the amount of €406,000.00 and it was *“always [their] understanding that at the end of the 1 year [they] would be returned to the tracker [interest] rate.”*

The Complainants assert that within the **Letter of Approval** *“it clearly states that at the end of the discount period various rates would be offered one of which may be a variable tracker rate.”* The Complainants note that the loan offer issued to them in **October 2008**, which was *“2 months after the tracker rates were supposed to have been stopped.”*

The Complainants detail that following the expiry of the 1-year discounted variable interest period in **2009**, they received a list of *“current options... which [was] quite remarkable”*. In this regard, the Complainants submit that a tracker interest rate was not listed, and that *“the variable rate offered against all the fixed options [was] clearly not leaving the customer any option at all”*.

The Complainants contend that the Provider was *“being quite calculated in the way [they] were moved from the tracker”* and that the Provider *“offered the one year discounted variable in order for [them] to get the top up loan [they] were requesting.”* The Complainants state that *“because the tracker and variable rates were so similar at the time, [they] saw no real difference in the repayments [they] were making.”*

The Complainants explain that they were *“left in a very serious financial situation following the crash of 2008”* and that *“what was supposed to be a new start for [their] family has turned into a nightmare with no end.”*

The Complainants refer to the Provider’s *“historical summary”* in relation to tracker interest rate offerings and note that the Provider *“continued, until August 2009, its policy of offering a tracker interest rate maturity option to existing fixed rate customers whose contracts did not contain an entitlement to be offered a tracker rate at maturity of an existing fixed rate period.”* The Complainants state that they believe that the Provider offered them a 1-year discounted variable interest rate on a new loan in order to prevent them being offered this. The Complainants submit that they have been customers of the Provider since **2000** and that it is clear the Provider knew they were not new clients. The Complainants submit that the Provider used misleading and ambiguous language and created a new loan account with a variable interest rate in an unconscionable attempt to take them off a tracker interest rate.

The Complainants submit that *“it appears to [them] that tracker rates were available but had to be requested”*. The Complainants submit that *“they are not mortgage experts, and [the] jargon is quite confusing.”* The Complainants assert that *“there [seems] to be doubt and ambiguity around some of what has been presented by the Provider”* and would like to *“draw the attention of the FSPO to the contra proferentem rule.”*

The Complainants question *“why was it even mentioned if as they say, they were not offering tracker rates at that time?”* The Complainants maintain that *“[they] feel this was extremely negligent on [the Provider’s] part.”*

The Complainants submit that they are very concerned that no copy of the rate options letter which purportedly sent to them exists. The Complainants maintain that they *“have always kept their correspondence from the [Provider].”*

The Complainants believe that the Provider *“showed a callous and blatant disregard for our family in their process of self-preservation.”*

The Complainants are seeking the following:

- (a) The tracker interest rate to be reinstated; and
- (b) The *“significant overpayment made since [they] were incorrectly put on the variable rate”* to be credited back against their outstanding mortgage balance.

### **The Provider’s Case**

The Provider submits that in or around **October 2008**, the Complainants had *“decided to sell their existing home and move to a new home the purchase of which they were proposing to fund, in part, with a mortgage loan from the [Provider]”*.

The Provider submits that the Complainants completed and signed an **Application for Credit** on **06 October 2008** for a loan in the amount of €406,000.00 on a 1-year discounted loan-to-value variable interest rate and the term of the loan was 26 years. The Provider submits that it issued a **Letter of Approval** to the Complainants in relation to mortgage loan account ending **5330**. The Provider submits that the Complainants were required to fully redeem their existing mortgage loan that they held with the Provider on foot of the sale of their existing mortgaged property.

The Provider states that the **Letter of Approval** dated **20 October 2008** *“did not provide entitlement to be offered a tracker rate at the end of the discount rate period.”* The Provider asserts that *“Special Condition 7 is clear and unambiguous. Its meaning is plain.”*

The Provider submits that the Complainants signed an **Acceptance of the loan offer** on **17 November 2008**. The Provider details that the **Acceptance of the loan offer** stipulated that the Complainants *“accepted the terms and conditions of the loan offer documents, which had been explained fully to them by their solicitor.”*

The Provider refers to its **lending rates sheets** dated **05 August 2008**, which detail the rates options generally available in respect of new home loans in or around the period when the Complainants applied for their new mortgage loan under mortgage loan account ending **5330** and submits that it did not include a tracker interest rate option.

The Provider submits that as *“the loan account ending 5330 was a new loan account provided by the [Provider] to the Complainants in 2008 on the acquisition of their new property”* and maintains that they were *“described as ‘new customers’ as their loan was a new loan.”*

The Provider submits that mortgage loan account ending **5330** was drawn down by the Complainants on **27 November 2008** on a discounted variable interest rate of 5.35%.

The Provider submits that *“in early November 2009, approximately twenty days before the discount period ended, the [Provider] issued an options letter and form to the Complainants in accordance with Special Condition 7 of the Letter of Approval dated 20 November 2008.”* The Provider maintains that the interest rate options offered to the Complainants in **November 2009** were the rates which the Provider *“offered generally at that time to existing mortgage loan customers of the [Provider] whose fixed rate period or discount period was coming to an end.”*

The Provider notes that **Special Condition 7** states that *“this variable rate ‘may be’ a tracker rate but there is no guarantee in this regard”*. The Provider explains that in **November 2009** *“[it] was not offering a tracker rate of interest to customers at the end of a discount period”* and therefore it did not offer the Complainants a tracker interest rate option at that time.

The Provider submits that at the time of issuing the options letters, *“it was not the practice of the [Provider] to retain a copy of automated correspondence.”* The Provider explains that *“all similar letters were based on a template in use in the automated system,”* and refers to a copy of the template which has been submitted in evidence. The Provider submits that the rate options form attached to the rate options letter was completed and signed by the Complainants and that the Complainants selected the *“LTV variable rate of 3.150%”* which was applied to the mortgage loan account on **27 November 2009**.

The Provider submits that it *“issued an invitation to the Complainants to consider the [Provider’s] managed variable rate (MVR)”* on **07 September 2015**. The Provider submits that on **15 January 2016** the Complainants *“completed a Mortgage Rate Switch Application Form after which the [Provider] switched the account to a MVR of 4.30% on 20 January 2016.”*

The Provider states that it *“had ceased, in July 2008, issuing loan offers which guaranteed a tracker rate at the end of a fixed rate or discount rate period.”* The Provider submits that it was unknown when the Complainants received and accepted the loan offer *“whether or not the variable rate [applied after the first discounted year] would be a tracker rate”* and that the *“Complainants’ accepted the [Provider’s] offer on that basis.”*

The Provider submits that it *“is satisfied that the documentation relating to the Complainants’ mortgage loan account was sufficiently clear and transparent as to the Complainants’ entitlements with respect to a tracker interest rate on their mortgage loan account.”*

### **The Complaint for Adjudication**

The complaint for adjudication is that the Provider incorrectly failed to offer the Complainants a tracker interest rate on the expiry of the one year discounted variable interest rate period in or around **November 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.

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A Preliminary Decision was issued to the parties on **02 June 2023**, 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 provisions of the Complainants' mortgage loan documentation in relation to mortgage loan account ending **5330**. It is also necessary to set out the details of certain interactions between the Provider and the Complainants between **2008** and **2009**.

The evidence shows that the Complainants approached the Provider in **October 2008** seeking finance to purchase a new private dwelling house.

An **Application for Credit** dated **06 October 2008** has been submitted into evidence which was signed by the Complainants and details as follows:

“...

<i>Amount of Loan required</i>	<i>€406,000.00</i>
<i>Purchase price / value of property</i>	<i>€485,000.00</i>
<i>Loan Type:</i>	<i>1yr Disc Variable (&gt;80% LTV) Home Loan</i>
<i>Repayment Term Required</i>	<i>26 year(s)”</i>

The Provider has submitted into evidence its **internal diary notes** in relation to the Complainants' mortgage loan application which detail as follows:

*“Background [the Complainants] are existing mortgage customers of this bank who wish to sell and move house.*

...

*Applicants have just one other borrowing [account ending 2059], to which they pay €290.00 per month. This loan will remain as is. Existing mortgage to be cleared (sic).*

...

*Applicants will clear the [Provider's] finance loan from sales proceeds. This will mean they have no other borrowings except this new mortgage”.*

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The Provider has submitted into evidence its **summary document of tracker interest rate offerings** which details as follows:

“... ”

- *While the Bank commenced the withdrawal of its tracker mortgage interest rate offerings in [mid] 2008, it continued until [mid] 2009 its policy of offering a tracker interest rate maturity option to existing fixed rate customers whose contracts did not contain an entitlement to be offered a tracker rate at maturity of an existing fixed rate period.*
- *After [mid] 2009, the Bank continued to offer and / or apply tracker interest rates to maturing loans where customers had a contractual right to a tracker rate.”*

The Provider has submitted into evidence a copy of its **Lending Interest Rates** document which shows the interest rate options available from **05 August 2008**. The **Lending Interest Rates** document shows that the available interest rates on offer by the Provider at the time of the Complainants’ application for a new home loan were discounted variable loan-to-value interest rates, a standard variable rate of 5.94%, and 2-year, 5-year, 7-year and 10-year fixed interest rates. The Provider was no longer offering tracker interest rates when the Complainants sought a new home loan in **October 2008**. This was a business decision by the Provider, and one which I accept the Provider was entitled to make.

The Provider issued a **Letter of Approval** dated **20 October 2008** to the Complainants which details as follows:

*“Loan Type: 1yr Disc Variable (>80% LTV) Home Loan*

<i>Purchase Price / Estimated Value :</i>	<i>€485,000.00</i>
<i>Loan amount :</i>	<i>€406,000.00</i>
<i>Interest Rate :</i>	<i>5.85%</i>
<i>Term :</i>	<i>26 year(s)</i>
<i>Monthly Instalment (Principle and Interest) :</i>	<i>€2,535.23</i>
<i>Property Insurance Amount :</i>	<i>€320,000.00</i>
<i>LTV :*</i>	<i>€84%</i>

*\*LTV % includes all loans and any cross charges on the mortgage property.”*

The **Letter of Approval** also contains the following information in relation to variable rate loans:

**“VARIABLE RATE LOANS**

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

The relevant sections of the **Special Conditions** attached to the **Letter of Approval** detail as follows:

*“7. The interest rate specified in the Letter of Approval is a discounted LTV variable rate and will apply for a period of 12 months from the date of the advance (“the Discount Period”) but may be varied within the Discount Period (and/or at any time prior to drawdown of the advance) without regard to variations in the [Provider] standard variable rate, or the European Central Bank Refinancing Rate. On expiry of the Discount Period, the interest rate will be such rate as may be selected by the Applicant(s) from the [Provider’s] interest rates then offered by [the Provider] to the Applicant(s) for selection by the Applicant(s) or such variable interest rate (which may be a tracker variable rate) as will apply in the absence of such selection.*

*8. That the total loan with [redacted] (a/c no [ending] 7275 be discharged from the sale of your existing property and appropriate evidence be submitted to [redacted].*

*9. That the total loan with [redacted] (a/c no [ending] 2059 be discharged from the sale of your existing property and appropriate evidence be submitted to [redacted].”*

The Complainants signed an **Acceptance of Loan Offer** dated **17 October 2008** which details as follows:

***“ACCEPTANCE OF LOAN OFFER***

*...*

*1. I/we the undersigned accept the within offer on the terms and conditions set out in*

- i. Letter of Approval*
- ii. The General Mortgage Loan Approval Conditions*
- iii. [redacted] Mortgage Conditions*

*copies of the above which I/we have received, and agreed to mortgage the property to [redacted] as security for the mortgage loan.*

*...*

*4. My/our Solicitor has fully explained the said terms and conditions to me/us.”*

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I note that the Provider states in its submissions that the **Letter of Approval** is dated **20 November 2008**, however, it is clear that the **Letter of Approval** is dated **20 October 2008**.

It is clear that the **Letter of Approval** dated **20 October 2008** envisaged that a discount LTV variable interest rate would apply to the Complainants' mortgage loan account ending **5330** for the first 12 months of the mortgage loan.

The description of the discounted variable interest rate in the **Letter of Approval** to be applied at draw down, made no reference to varying in accordance with variations in the ECB refinancing rate, rather it was a variable interest rate which could be adjusted at the discretion of the Provider. In fact, **Special Condition 7** specifically states that the applicable interest rate may be varied without regard to variations in ECB main refinancing rate, whereas a tracker mortgage interest rate by its very nature comprises the ECB main refinancing rate and a percentage margin set by the Provider.

The **Letter of Approval** dated **20 October 2008** provided that on the expiry of the discounted interest rate period, the Complainants had the option to choose an interest rate which was then being offered by the Provider and in the absence of a selection by the Complainants, a variable interest rate would apply which may be a tracker interest rate. The **Special Conditions** and the **General Mortgage Loan Approval Conditions** attaching to the **Letter of Approval** do not stipulate that a specific interest rate would apply to the mortgage loan account on the expiry of the initial discounted interest rate period.

The **mortgage loan account statements** which have been submitted in evidence show that this mortgage loan was drawn down in full by the Complainants on **27 November 2008**.

The Provider submits that prior to the expiry of the discounted variable interest rate period in **November 2009**, its internal system generated and issued a **Rate Options Letter** and **Options Form** to the Complainants approximately 20 days prior to the expiry of the discount loan-to-value variable interest rate period. The Provider submits that it does not hold a copy of the letter which issued to the Complainants at that time, as it did not retain correspondence that was automatically generated. The Complainants submit that they do not have a copy of the letter and that they always kept correspondence from the Provider on file.

**Provision 49** of the **Consumer Protection Code 2006** (which was fully effective from **01 July 2007**) outlines as follows:

*"A regulated entity must maintain up-to-date consumer records containing at least the following*

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- a) a copy of all documents required for consumer identification and profile;
- b) the consumer's contact details;
- c) all information and documents prepared in compliance with this Code;
- d) details of products and services provided to the consumer;
- e) all correspondence with the consumer and details of any other information provided to the consumer in relation to the product or service;
- f) all documents or applications completed or signed by the consumer;
- g) copies of all original documents submitted by the consumer in support of an application for the provision of a service or product; and
- h) all other relevant information [and documentation] concerning the consumer.

*Details of individual transactions must be retained for 6 years after the date of the transaction. All other records required under a) to h), above, must be retained for 6 years from the date the relationship ends. Consumer records are not required to be kept in a single location but must be complete and readily accessible."*

The Complainants' mortgage loan under mortgage loan account ending **5330** was for a term of 26 years commencing from **27 November 2008** and the **Rate Options Letter** purportedly issued to the Complainants in early **November 2009**. The Provider is obliged to retain documentation on file for six years after the date the relationship with the mortgage holder ends. It appears that the mortgage loan account is still active with the Provider. It is therefore unclear to me why this documentation has not been retained by the Provider.

Nevertheless, the Provider has furnished in evidence a copy of a **template letter** which issued to customers in or around **November 2009** which details as follows:

*"No Tracker Available*

*31/08/09*

*...*

*Date: [redacted]*

*Account number: 00000012345678*

*Dear Customer*

*I am writing to remind you that the current rate option on your mortgage account will end on [redacted]*

*Please find attached the current options available to you.*

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*We recommend that you consider your options carefully before making your selection. If you choose a fixed rate, then at the end of the fixed rate selection we will send you a list of the product options available to you. Our rates at that time could be higher or lower than our current rates depending on market factors and as a consequence you may incur higher interest over the term of the loan.*

*If we do not receive a written instruction from you in relation to the above on or before the [redacted] the interest rate on your mortgage will be the LTV variable rate \*\*.*

*We value your business highly at [the Provider] so if you have any questions regarding your options, please contact our dedicated mortgage team on [phone number]. They will be happy to help you.*

*...”*

While I am disappointed that the Provider has not retained a copy of the **Rate Options Letter** which purportedly issued in early **November 2009**, on balance, I accept that the letter was issued by the Provider to the Complainants at that time in circumstances where the Complainants completed and returned the **Rates Options Form** dated **18 November 2009** to the Provider. The **Rates Options Form** has been submitted in evidence and details as follows:

*“Current options available:*

*You may only select one option*

*Account number: \*\*\*\*\*5330*

		<i>Monthly Repayment EUR</i>
<i>✓ LTV Variable Rate**</i>	<i>- Currently: 3.1500%</i>	<i>2087.59</i>
<i>-- 2 Year Fixed Rate</i>	<i>- Currently: 5.2500%</i>	<i>2553.20</i>
<i>-- 5 Year Fixed Rate</i>	<i>- Currently: 5.7500%</i>	<i>2671.84</i>
<i>-- 7 Year Fixed Rate</i>	<i>- Currently: 6.1000%</i>	<i>2756.56</i>
<i>-- 10 Year Fixed Rate</i>	<i>- Currently 6.1000%</i>	<i>2756.66”</i>

*....*

*Please fill in and return the attached form before the expiry date to :  
[redacted address]*

*....*

*- \*\*In calculating your loan to value (“LTV”) ratio, we use the current loan balance and the most recent valuation on file for this mortgage”.*

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In light of the fact the Complainants returned and signed the **Rate Options Form** to the Provider, there does not appear to me to be any reason why the Complainants would not have received the **Rate Options Letter**.

The evidence shows that the Complainants chose to apply an LTV variable rate of 3.15% to their mortgage loan by signing the **Rates Options Form** on **18 November 2009**. The **mortgage loan account statements** which have been submitted in evidence show that the interest rate applicable to the mortgage loan converted to a rate of 3.15% on **27 November 2009**.

The Complainants submit that the Provider failed to offer them a tracker interest rate on the expiry of the discounted variable interest rate period in or around **November 2009**. In this regard, the Complainants are of view that the reference to a tracker interest rate in **Special Condition 7** of the **Letter of Approval** created a contractual entitlement to a tracker interest rate on the expiry of the discounted variable interest rate period in **2009**.

In order for the Complainants to have a contractual right to a tracker interest rate at the end of the discounted variable rate period, that right would need to be explicitly stated in the Complainants' mortgage loan documentation. However, no such right was set out in writing in the **Letter of Approval** dated **20 October 2008**. While **Special Condition 7** provided that on expiry of the discounted period and in the absence of selection of an alternative available interest rate by the Complainants, a variable interest rate will apply "*which may be a tracker variable rate*", this did not confer a contractual entitlement to a tracker interest rate on the Complainant's loan. Rather, there was only a possibility that such a rate could be offered but there was no guarantee of a tracker interest rate.

In circumstances where the Provider withdrew its tracker interest rate offering in **mid-2008** and only offered tracker interest rates to customers whose fixed interest rate period was due to expire up until **August 2009**, I am satisfied that the Complainants had no entitlement, contractual or otherwise, to a tracker interest rate. In order for the Complainants to have a contractual entitlement to a tracker interest rate, that right would need to have been specifically guaranteed in the **Letter of Approval**. It follows that the Provider was under no obligation to offer the Complainants a tracker interest rate on expiry of the discounted variable interest rate period in **2009** nor was the Provider obliged to offer the Complainants a tracker interest rate in line with its own policy at that time. Having carefully considered the Complainants' mortgage loan documentation, I am of the view that **Special Condition 7** is sufficiently clear and unambiguous and as such it does not give rise to the *contra proferentem* rule as submitted by the Complainants.

It is evident from the foregoing, that the Complainants approached the Provider seeking mortgage loan finance in order to purchase a new family home. While the Complainants

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already had an existing mortgage loan with the Provider, they were seeking to take out an entirely new home loan with the Provider and therefore were considered to be new home loan applicants. It was a matter for the Provider to decide firstly whether it was willing to offer the Complainants the finance sought and secondly, the manner in which any new loan facility would be structured. The Provider issued the **Letter of Approval** dated **20 October 2008** to the Complainants, which provided for a loan in the amount of €405,000.00 repayable over 26 years on a 1-year discounted variable interest rate and thereafter convert to a variable interest rate, which “*may*” be a tracker interest rate, in absence of a selection by the Complainants.

While I accept that the Provider included reference to a tracker interest rate in **Special Condition 7**, despite tracker interest rates being withdrawn by the Provider from **mid-2008**, there is no other reference to a tracker interest rate contained in the **Letter of Approval**, such that the Complainants could reasonably form the view that they had a contractual entitlement and/or guarantee to a tracker interest rate on the expiry of the discounted variable interest rate period.

The evidence shows that the Complainants were offered an LTV variable interest rate and a range of fixed interest rate options on the expiry of the discounted variable interest rate period, in line with the interest rates that were available at the time. The Complainants chose to apply an LTV variable interest rate on expiry of the discounted variable interest rate period, which was applied by the Provider in line with the Complainants’ instructions at that time.

If the Complainants were not happy with terms of the **Letter of Approval** dated **20 October 2008**, including the interest rate that would apply after the discounted variable interest rate period, the Complainants could have decided not to accept this offer made by the Provider. However, the Complainants signed the **Acceptance of Loan Offer** on **17 November** and proceeded to draw down the loan.

In the light of the foregoing and in the context of the conduct complained of, I am satisfied that the Provider has acted in accordance with its contractual obligations to the Complainants in respect of mortgage loan account ending **5330**.

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

### **Conclusion**

My Decision pursuant to **Section 60(1)** of the **Financial Services and Pensions Ombudsman Act 2017**, is that this complaint is rejected.

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The above Decision is legally binding on the parties, subject only to an appeal to the High Court not later than 35 days after the date of notification of this Decision.



JACQUELINE O'MALLEY  
HEAD OF LEGAL SERVICES

28 June 2023

## 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.