

EXAMPLES OF COMPLAINTS UPHELD

Please find below some examples of complaints upheld some of which highlight where a direct loss was identified and a financial offer made. For the avoidance of doubt there may well have been other aspects of the customer's complaint that were not upheld. We would also stress that these complaints were upheld based on the specific facts of the cases, and should not be taken to suggest that all such complaints will be upheld:

- A customer complained that they should not have had to pay for an investigating accountants' report and the bank agreed. The review cost £8,000 which was refunded in full plus 8% interest. Customer has accepted the offer and been paid.
- Another customer complained that a professional valuation was unnecessary; the bank agreed and refunded the cost of the valuation (£1,700) in full plus 8% interest. Customer has accepted the offer and been paid.
- The bank agreed with a customer who complained that the bank was wrong to impose a managing agent to oversee their property development and refunded the agent's fees in full plus 8% interest. The total offer was £113,000. Customer has indicated that he intends to appeal.
- In another case we upheld two complaints for a customer; one relating to the appointment of a consultant where the bank agreed that this had been for longer than was necessary and refunded £9,600 in fees plus interest. The other related to monitoring fees where we agreed that the bank did not explain them sufficiently but as the £7,750 had already been refunded under review of complex fees there was no further payment due. The customer has accepted the outcome and has been paid and the case is now closed.
- In a case where the customer argued that they should not have been transferred to GRG and the bank agreed we have made an offer of £5,000 as a goodwill payment and the upheld complaint will enable them to claim as a consequential loss the various professional fees they incurred as a result. The customer has not yet responded.
- Another case which has been accepted, paid and closed involves a customer who believed that a "set up fee" of £2,550 was unreasonable because, although they had agreed the fee, the loan was ultimately never drawn. We agreed and refunded the fee in full plus 8% interest.

EXAMPLES OF COMPLAINTS NOT UPHELD

Of course there are many cases where we do not uphold a customer's complaint in full or in part; please see below for such examples:

- One case that is typical of many we receive involves three complaints.
 1. That the communication by the bank at the point of transfer to GRG was not good enough; we agreed and have apologised for this.
 2. That the bank forced them to sell their properties and charged unreasonable interest and fees. We did not agree that the bank behaved unreasonably regarding the property sales nor the interest margin but we did agree that the arrangement fee was unreasonable and have refunded the £7,500 in full plus interest.
 3. The final aspect of the complaint was the most difficult in that the customer felt the bank had been uncaring during a difficult time for the family with illness. The bank agreed that it could have been more sympathetic at this difficult time and apologised for that.

The customer has not yet responded.

- In another case the customer asserted that the bank had no interest in trying to rescue the business and was therefore responsible for its subsequent administration. Our investigation showed that GRG restructured the business's banking facilities shortly after entry to GRG and gave serious consideration to other proposals made by the business. Following an independent review the bank concluded that providing further support was not a viable strategy. Following this the customer received their own advice that administration was the only viable way forward. This complaint encapsulates one of the key challenges we face, namely that the customer is arguing we could have done more and we have assessed whether what we did was unreasonable in the circumstances. As such it is possible that neither of us is wrong. The customer has appealed and we will share the appeal outcome once we have it.
- We receive quite a few complaints from customers asserting that the bank forced them to sell their assets. In one such case the customer complained that GRG, as part of a restructure, made it clear that property sales were a condition of the loan being agreed. However, the documents made no such reference and it was clear from the records that the customer initiated the sales of the properties. This highlights another challenge that we face: in many cases the customer's recollection of how they felt at the time is not reflected in the contractual agreement or other documentation. In other words, the customer felt under pressure to sell even though the bank had not formally required this. Under such circumstances it is impossible for the customer to prove their point and the bank can only base its decision on what actually happened, as reflected in contemporaneous correspondence and legal agreements and not on the customer's perception of the bank's requirements. The

customer has appealed the decision and, again, we will share the outcome of the appeal.