

Policy Statement

PS25/19

Improving the Complaints Reporting process

December 2025

This relates to

Consultation Paper 25/13
which is available on our
website at [www.fca.org.uk/
publications](http://www.fca.org.uk/publications)

How to respond

We are asking for comments
on Chapter 4 by **2 February
2026**.

You can send them to us by
email: ps25-19@fca.org.uk

Or in writing to:

Redress and Reporting
Policy Department
Financial Conduct Authority
12 Endeavour Square
London E20 1JN

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When we make rules, we are required to publish:

- a list of the names of respondents who made representations where those respondents consented to the publication of their names,
- an account of the representations we receive, and
- an account of how we have responded to the representations.

In your response, please indicate:

- if you consent to the publication of your name. If you are replying from an organisation, we will assume that the respondent is the organisation and will publish that name, unless you indicate that you are responding in an individual capacity (in which case, we will publish your name),
- if you wish your response to be treated as confidential. We will have regard to this indication but may not be able to maintain confidentiality where we are subject to a legal duty to publish or disclose the information in question.

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Chapter 1

Summary

- 1.1** Complaints data plays a vital role in helping us understand market trends and spot current or emerging harms to consumers. It also helps us improve our understanding of the outcomes for consumers after they complain to firms. However, firms and stakeholders have called for a more streamlined, proportionate and modernised reporting system.
- 1.2** CP25/13, published in May 2025, set out proposals to improve the usefulness and comparability of the data we receive, while reducing unnecessary reporting burdens where appropriate.
- 1.3** This reflects our commitment to the Consumer Duty and builds on our long-standing aim of encouraging firms to treat complaints not only as compliance obligations, but as valuable sources of feedback and ways to improve.
- 1.4** This Policy Statement (PS) summarises the feedback to CP25/13, confirms our final rules and guidance, and sets out the next steps for implementation.

Who this affects

- 1.5** This PS will be of interest to:
- FCA-authorised firms subject to Dispute Resolution (DISP) rules, including:
 - banks and building societies
 - insurance firms (life and general insurers)
 - investment firms
 - mortgage lenders and intermediaries
 - retail financial services providers (e.g. pensions, retail investment firms)
 - consumer credit firms
 - payment services and e-money firms
 - complaint management companies
 - funeral plan providers
 - industry groups and trade bodies
 - consumer groups and organisations
 - consumers

What we are changing

- 1.6** We are finalising our rules, building on the proposals in CP25/13. We will implement the following changes.

Consolidated complaints return

- There will be a single, unified complaints return to replace five of the existing complaints returns (DISP 1 Annex 1, Consumer Credit Return (CCR), Funeral Plans (FP), Claims Management Companies (CMCs), and Electronic Money and Payment Services Return (PSR)). This will reduce duplication, improve consistency and streamline reporting across the financial services sector.

Permission-based reporting

- Complaints reporting will be based on firms' permissions. A new targeted approach means firms will only need to complete the sections of the new return relevant to their regulated activities.

Simplified way to complete a nil return

- We are taking a proportionate approach and making it simpler for firms that have no complaints to report. The option to report nil complaints will be provided upfront at the start of the new return.

Removal of group reporting

- Firms will now be required to submit complaints data at the individual legal entity level, increasing transparency and more accurate regulatory oversight.

Updated complaints taxonomy

- Thanks to the feedback we received to CP25/13, we have updated the complaints taxonomy originally shared in that consultation and in the prototype of the new return we provided alongside CP25/13. We expect the revised taxonomy to improve how complaints are categorised and understood. This reflects modern products and services and aims to reduce firms' reliance on reporting complaints against broad categories such as 'Other'.

Identifying customers as vulnerable when firms report complaints

- Firms must have regard to our [Vulnerability Guidance](#) and the 4 drivers of vulnerability (health, life events, resilience and capability) when recording complaints data.
- Further to the feedback we received to CP25/13, firms will be required to report whether complainants are in vulnerable circumstances using the following two data points:
 - all complaints where the firm has identified the customer is in vulnerable circumstances, regardless of whether this was through customer disclosure or any other means, such as system inferred indicators.
 - all complaints where the complaint relates to or was caused by the firm's failure to consider or respond to the customer's characteristic(s) of vulnerability, regardless of how any such characteristics were identified.

Retain contextualised complaints data for Retail Banking, Insurance, Payment Services and CMCs firms only

- Firms in these sectors will continue to capture contextualised complaints data in a similar way to how they do now.

Fixed reporting periods

- All firms will now report their complaints data on a fixed 6-monthly and calendar year basis. This replaces the use of each firm's Accounting Reference Date (ARD). Firms currently reporting annually, namely, Funeral Plan providers, CMCs, Payment Service providers and some consumer credit firms, will now report twice a year.

Improved guidance for firms

- We will provide clearer and better guidance so firms can meet the new reporting requirements. This includes clearer definitions and clarifying key terms to promote consistency in how firms interpret and then report complaints.

Publishing individual firms data for firms reporting 500 or more complaints

- We are setting a threshold of 500 complaints or more above which we will publish the relevant firms' data. So, generally, only the complaints data of larger firms will be published individually.

Summary of feedback and our response

- 1.7** Overall, our consultation proposals were well received. Respondents gave helpful feedback on some proposals and asked for more guidance on others (for example, capturing customer vulnerability data).
- 1.8** We welcome the broad support for our proposals. In Chapter 2, we set out in more detail how we have responded to the views of consultation respondents. We are proceeding with our original proposals, with some changes to reflect helpful feedback from stakeholders, such as updates to the taxonomy. We have also, in the case of contextualised complaints data and customer vulnerability data, taken into consideration views from internal and external stakeholders in developing our next steps. We will ensure that we are proportionate in how we implement these changes.
- 1.9** We do not consider the changes to the rules and guidance that we consulted on have an impact on the compatibility statement set out in Annex 4 of CP25/13.

Measuring success

- 1.10** We will conduct a formal internal review after 5 years as part of our post-implementation assessment process. This review will assess whether the changes are delivering the intended outcomes of better data quality, improved consumer protection, and more effective regulatory oversight.
- 1.11** As set out in CP25/13, for the FCA, we expect:
- receipt of more consistent and comparable complaints data across sectors
 - enhanced ability to identify consumer harm and prioritise supervisory interventions
 - improved insights into firm conduct and emerging risks
 - more efficient, data-led regulatory oversight
- 1.12** For firms, we expect:
- clearer reporting requirements, reducing duplication and administrative burden
 - more meaningful use of complaints data to drive internal improvements
 - greater accountability at the individual firm level
 - easier compliance through simplified and permission-based reporting structures
- 1.13** As part of the FCA's Rule Review Framework, we will also obtain evidence, to make sure our rule changes are working as intended. Through ongoing supervision, we will monitor if firms have implemented the complaints reporting changes. This will inform any adjustments we make to complaints reporting, making sure the changes remain proportionate, effective and aligned with our statutory objectives.

How it links to our objectives

Protecting Consumers

- 1.14** The new return will provide better quality, more granular and consistent complaints data to help us identify consumer harm and act to protect consumers. This allows both firms and the FCA to respond faster and more effectively to prevent ongoing or future harm.
- 1.15** For example, by consolidating complaints data into a single, clearer return and updating complaint categories (taxonomy), firms and the FCA will gain deeper insight into the types of issues consumers face. This should lead to better-informed supervisory action and product oversight. Customers can also use this data to make informed decisions about the products and services they buy from firms.

Market Integrity

- 1.16** The changes will help us identify issues in the market as early as possible to take appropriate action that maintains market integrity, including more effectively tackling any emerging redress issues, and in doing so improve trust in the regulatory framework. The removal of group reporting and focus on firm-level reporting enhances transparency and accountability at the individual entity level, which is crucial for regulatory integrity and effective enforcement.

Competition

- 1.17** Standardising complaints data allows for better benchmarking and public disclosures. This improves market discipline, as firms can be compared more fairly based on how they handle complaints. Removing inconsistencies in data or reporting of unnecessary data eases the burden on firms, especially smaller firms, which promotes fair competition. Customers will then have the best available data to make informed choices about financial products and services. Publishing accurate and informative data should result in the operation of a competitive marketplace.

Equality and diversity considerations

- 1.18** There were no comments in responses to CP25/13 about equality and diversity considerations relating to our proposals. Therefore, we do not consider that the proposals materially impact any of the groups with protected characteristics under the Equality Act 2010 (the relevant parts of the Equality Act 2010 do not extend to Northern Ireland, but other anti-discrimination legislation applies).

Environmental, social & governance considerations

- 1.19** In developing this PS, we considered the environmental, social and governance implications of our proposals and our duty under sections 1B(5) and 3B(c) of FSMA to have regard to contributing towards the Secretary of State achieving compliance with the net-zero emissions target under section 1 of the Climate Change Act 2008 and environmental targets under section 5 of the Environment Act 2021. Overall, we do not consider that the proposals are relevant to contributing to those targets.

Next steps

What you need to do next

- 1.20** Those firms affected by these changes will need to make the appropriate internal process and system changes to meet the requirements set out in this PS. In CP25/13, we said that firms would have 12 months to implement the changes following publication of our Policy Statement. We hold to this view and consider that 12 months

will provide enough time for firms to make any required changes. We expect firms to work with us to deploy the new complaints return and make any necessary internal changes they need to in order to do so. We will work with firms to enable the transition to the new complaints reporting process to be as smooth as possible.

What we will do next

- 1.21** We will provide further communication about the new return and the user testing we will complete so that affected firms can adequately prepare for recording complaints from the first relevant reporting period under the new arrangements, namely 1 January to 30 June 2027. We set out some further details about this in Chapter 3.

Chapter 2

Consultation feedback and our final proposals

- 2.1** In this chapter, we summarise the proposals and feedback from our consultation paper, CP25/13. We also set out our responses and the final proposals we intend to take forward.

Consolidating 5 existing returns into a single return

- 2.2** We asked:

Question 1: Do you agree with our proposals to consolidate the DISP 1 Annex 1, CCR-Complaints, Funeral Plan Complaints, CMC Complaints and Payment Services Complaints returns? Do you agree with us deciding not to consolidate the other returns we have identified? If not, what would you propose?

Feedback received:

- 2.3** Almost every respondent agreed with this change, highlighting that they would expect to see efficiency, consistency, regulatory clarity, and data quality improvements.
- 2.4** However, several respondents, while supportive, had concerns that the proposed changes would require significant effort to implement with little long-term benefit.
- 2.5** One respondent said the increased granularity could negatively impact firm burden.
- 2.6** A small number of respondents noted that complaints data is reported in REP025 (a regulatory return about the activities of Appointed Representatives (ARs)), and that instead it should be in the new consolidated complaints return and therefore removed from REP025. They suggested using a field to distinguish between the activities of ARs and that of their principal firms.
- 2.7** A similar point was made about REP024, a regulatory return about financial promotions, which also asks for complaints data.

Our response

We welcome the strong support we received for this change from respondents and are going ahead as proposed. For some firms this change may have minimal practical impact. We do recognise that others may need to invest time and resources to adapt to the new approach. We anticipated this and have therefore set a 12 month implementation

period for firms to adapt their internal process. Firms will make their first submission of the new return from 1 July 2027, covering the reporting period 1 January to 30 June 2027.

The strong support received underlines our analysis that many firms will benefit from less burden in the long term. The simple approach of completing a single consolidated return should improve efficiency for firms (especially if they complete more than one return) and create consistency in our published data.

This new complaints reporting process will be reviewed holistically, on at least a 5-yearly rolling basis. This review will look at potential further opportunities to reduce firms' reporting burden and how other returns covering complaints data will operate alongside the new consolidated return, for example REP024 and REP025. As we set out in CP25/13, we are not including the REP024 and REP025 returns at this time due to their relatively recent introduction, and the broader data sets they collect.

In between holistic reviews, we will continue to consider when we consult on changes to regulated activities or products if changes should be made to complaints reporting to accommodate any such changes.

Referencing firm permissions to complete the single return

2.8 We asked:

Question 2: Do you have any views on our proposal to link questions to a firm's permissions?

Feedback received:

- 2.9** Most respondents agreed with this change, including strong support from trade bodies.
- 2.10** These respondents expect to see a reduction in administrative burden, misreporting and complexity as a result of making this change.
- 2.11** One respondent said linking questions to a firm's permissions will encourage firms to keep their permissions up to date. Another thought we will be able to spot trends and process data in a more meaningful way.
- 2.12** While supporting the proposal, some respondents were concerned about how this would be implemented in RegData, as a firm's permissions can change over time.
- 2.13** To reduce the risk of submission delays, some respondents raised the importance of early visibility of the technical design of the return, so they can make system changes and automate solutions ahead of the start of the first reporting period (1 January to 30 June 2027). They also requested that robust testing take place, which is shared with industry before the first submission of the new return from 1 July 2027 to collect complaints data for the first reporting period.

- 2.14** One respondent, again while supportive, said guidance was needed where multiple entities can be involved in the customer journey. This respondent highlighted that it should be clear which entity reports a complaint. For example, where one entity was conducting the complaints handling activity and holds the permissions, but the complaint is against another entity.

Our response

We welcome the strong support for linking a firm's permissions to the new single complaints return and will be proceeding with the change.

We will implement a permissions-based filtering system within the complaints return, with firms presented with sections relevant to their permissions, thereby:

- reducing administrative burden
- minimising the risk of misreporting
- supporting firms in maintaining accurate and current permissions

Firms will still be able to access other sections of the new return if they need to.

We recognise that a firm's permissions may change during a reporting period, rather than this being aligned with the 6-monthly reporting dates. The new complaints return will have a mechanism that makes sure a firm can still report their complaints data accurately and completely. This mechanism will identify where a permission ends, for a firm, during any 6-monthly reporting period.

This customised yet flexible approach supports our objective of being a smarter regulator as it will enable:

- more effective use of complaints data
- consistent identification of customer harm
- improved market-level and firm-level trend analysis

In advance of the first reporting period, we will test the usability of the new complaints return with a cohort of firms/stakeholders. This cohort will have regard for the different markets that firms operate in, as well as varying business models and size.

DISP 1.10.3 (G) explains that firms should consider the complaint received against the complaints category that is the primary cause of the complaint and report it accordingly. Where different firms in the same group are all part of the same single complaint brought by a customer, they should all report it against the primary cause of the complaint as it applies to them as individual firms. This might appear to be double counting, but if multiple firms in a group are involved in a single complaint, they should all report it. Complaints reporting would be less accurate if this was not the case.

Completing nil returns

2.15 We asked:

Question 3: Do you agree with our proposal for simplifying nil returns? If not, what would you propose?

Feedback received:

2.16 Almost every respondent agreed with our proposal for simplifying nil returns.

2.17 While supporting the proposal, several respondents asked for clear guidance on when it is appropriate to submit a nil return. An example of where clarity was sought is when informal complaints are resolved by a firm without formally logging them. Another example is where a single legal entity has multiple FRNs (Firm Reference Numbers) and whether a consolidated nil return can be submitted.

2.18 Two respondents disagreed with our proposal. One respondent noted that it had never reported a complaint and so even completing a nil return was work for it for no reason. The other respondent said that we should follow the example of CP25/16 where, for REP008 (Notification of Disciplinary Action relating to conduct rules staff (other than SMF managers)), we have proposed to remove the requirement to submit a nil return.

Our response

Given the wide support for this proposal, we will proceed with it. This should streamline the process for firms, including for those that submit multiple nil returns.

We consider the existing nil returns guidance to be clear. However, alongside this guidance, firms will be supported by visual prompts to help them submit a nil return, including whether it is the appropriate course of action for them. The new return will have a key objective of making returns easier to understand and complete so that firms have a positive experience.

We carefully considered whether firms should continue to submit nil returns. Nil returns can still add to supervisory insights. We also want to embed the new return, as set out in this PS, before considering whether to make further changes to it.

We will continue to monitor whether submitting nil returns is useful, including the integrity of data collections, as well as the insights provided to assess if and how we can reduce firm burden further.

Removal of group reporting

2.19 We asked:

Question 4: Do you agree with removing the group reporting option from the complaints return?

Feedback received:

2.20 There was very strong support for this change, with many respondents welcoming increased transparency and data accuracy.

2.21 One respondent said that they expect we will be able to identify harm more quickly because of this change. This respondent gave the example of more readily identifying where one firm has substantive complaints volumes, while other firms in the same group have nil returns. This means group reporting can sometimes create less visibility and reduced clarity for consumers and industry.

2.22 Another respondent that was not in favour said there would be increased firm burden as more individual firms would be involved in complaints reporting. This could cause more time and resource to be spent on complaints reporting and training staff to be ready for this change.

2.23 Several respondents expressed concerns about double counting and duplication of effort to ensure accurate reporting. They said this would add more complexity compared to existing complaints handling processes.

2.24 One respondent said that removing group reporting may remove nuances in data reported across groups. The same respondent said, on double counting, that DISP 1.10.3 (G) should be enhanced to accommodate complaints with multiple root causes that fall within several entities within a group.

2.25 We also received other suggestions as alternatives to our proposal. One respondent gave the example of a regulated entity set-up of an insurer and intermediary to enable reporting based on business/product. Another respondent, who had concerns about duplication of effort, said a solution may involve a hybrid approach of allowing firms to report by group if they have integrated governance and complaint handling.

Our response

In line with the broadly positive feedback received, we will be proceeding with the change to remove group reporting.

The switch to more granular data in the complaints return will strengthen our ability to identify emerging issues and trends, enabling us to take proportionate action where relevant. We expect the change to have a positive impact by tackling the risks of firms misreporting complaints against the wrong entity in a group. The data will also provide consumers with clearer insights about the firms they do business with or are considering doing business with.

Where different firms in the same group are all part of the same single complaint brought by a customer, they should all report it against the primary cause of the complaint as it applies to them as individual firms.

Updating complaints categorisation

2.26 We asked:

Question 5: Do you agree with our amendments to the product and service categories? If not, what would you propose?

Feedback received:

- 2.27** There was very strong support for this change, with many respondents positive that it will lead to more accurate reporting, particularly by reducing the use of the 'Other' category.
- 2.28** Some respondents, while supportive, asked for more clarity on either or both the product taxonomy and guidance that was included in Annex 3 of CP25/13.
- 2.29** One respondent added that it is challenging to assess the operational impact on the product taxonomy without the further detail.
- 2.30** One respondent said the prototype provided alongside CP25/13 did not provide the necessary clarity to properly assess the size and scale of the change required. The same respondent thought the benefits of this more granular reporting approach may be outweighed by the additional training and system changes required.
- 2.31** A small number of other respondents also had concerns about the prototype, and in particular the increased granularity, complexity, and the significant work it may create in terms of system mapping, design, testing and staff training.
- 2.32** Some respondents that supported mapping complaint categories to Consumer Duty outcomes asked for more guidance/clarity as the prototype we shared did not include mapping the Consumer Duty outcomes to all sectors.
- 2.33** One respondent said the increased granularity of product categories should not be in the published complaints data, because of likely misuse by CMCs and because it would provide limited benefit to consumers.
- 2.34** Conversely, some respondents said the product and service categories were not granular enough and wanted additions that accurately attribute complaints to the right cause. Some respondents suggested further product categories spanning different markets, with some concentration of these new categories across insurance products and funeral plans.

- 2.35** One respondent described the product/service descriptions in Annex 3 of CP25/13 as very useful. They suggested we make them visible within the return. For example, by hovering over the product name, the description could appear as a pop-up box.

Our response

We received strong support for our amendments to the products and services categories. Some of this support also reflected agreeing to updating the taxonomy to provide more useful insight and mapping the new categorisation against the 4 Consumer Duty outcomes.

As a result of respondent feedback, we have added new product categories and revised others. We have also made changes or additions to data points in relation to customers in vulnerable circumstances. Our proposal to capture information on complaints that involve customers in vulnerable circumstances – in terms of respondent feedback and our response – is covered in the next section of this PS.

Annex 2 in this PS (on Products and Services categories) includes 2 tables that show a summary of the changes compared to the prototype: (1) product categories; and (2) other changes, such as to complaint categories or causes of complaint. We have also set out how we intend to link the reported categories against the Consumer Duty. This is to give an indication of how the FCA will use the submitted data. We do not intend to publish the Consumer Duty level data or expect that this overlay should impact how firms report data to us.

Capturing complaints about customers in vulnerable circumstances

- 2.36** We asked:

Question 6: Do you agree that we should capture details on complaints where the customer is identified as vulnerable?

Feedback received:

- 2.37** There was strong support from respondents that we capture details on complaints where the customer is identified as being in vulnerable circumstances.
- 2.38** While supportive, some respondents asked questions or were concerned about how the FCA will use this data. Others expressed concern that we may publish this data.

- 2.39** Some respondents highlighted concerns about the lack of consistency in how firms record complaints from customers who may be in vulnerable circumstances. This included the timing of capturing the vulnerability (for example, where the customer may have become vulnerable only at the time of the complaint). Also, some firms have system-inferred indicators or make subjective judgements on when a customer is in vulnerable circumstances while others do not.
- 2.40** Some respondents asked for clarity on the FCA's reporting expectations, for example, whether it is all complaints involving customers in vulnerable circumstances, even though the vulnerability may not be relevant to the complaint.
- 2.41** Other respondents said that, instead of capturing all complaints involving customers in vulnerable circumstances, the expectation should be to only include those where the vulnerability is materially relevant to the complaint.
- 2.42** Many respondents, while broadly supporting the proposal, concluded that more guidance was needed.
- 2.43** Some respondents said firm burden will be increased, due to system changes, training, and the ongoing resource intensiveness of identifying the broad range of situations where a customer may have characteristics of vulnerability.
- 2.44** One respondent said the FCA needs to make sure any requirement to collect this data is in compliance with data protection legislation. Another respondent made a related point about the importance of protecting privacy in the reporting when publishing customer vulnerability data through the new complaints return.

Our response

We received strong support for capturing complaints data points about customers in vulnerable circumstances. Respondents recognised the value of this data in helping firms and the FCA better understand outcomes for these customers.

Our finalised approach, with supporting guidance, is expected to strike a reasonable balance across the concerns and suggestions made by respondents.

First of all, and importantly, this particular data will not be published. The purpose of collecting it is to help the FCA monitor how firms are managing complaints-handling for customers with characteristics of vulnerability.

We do not expect firms to act in a way that conflicts with any regulatory requirements, including data protection law. Firms need to decide the appropriate lawful basis for recording vulnerability information, and they are only required to report on information that is held legally.

In CP25/13, we proposed collecting customer vulnerability data for DISP 1 and CCR returns, and the prototype reflected this limited scope. However, our intention, when preparing for the consultation, was for customer vulnerability data points to apply to all 5 forms in the consolidated return.

This PS sets out our current position. For DISP 1 and CCR, we will collect the data in terms of complaints opened and complaints closed.

Today we have launched a consultation seeking views on extending the customer vulnerability data collection for Payment Services, Funeral Plans and CMCs. Please see Chapter 4 for further information. We anticipate the first full reporting period on this data, for all firms, will be 1 January to 30 June 2027.

The first data point is where a firm has identified the customer is in vulnerable circumstances, regardless of whether this was via customer disclosure or any other means. The vulnerability does not have to be material to the complaint.

First data point example:

- A customer complains that a firm's online portal was difficult to navigate. The customer had already disclosed a hearing impairment. This is a current vulnerability, but it was not relevant to the complaint because the issue was unrelated to communication or accessibility for hearing.

We consider this a helpful refinement of what was stated in CP25/13: 'a category to capture complaints by consumers identified as vulnerable' and that we 'already expect firms to support their staff to identify signs of vulnerability in customers'. To clarify, we expect firms to include complaints where the customer has disclosed a vulnerability but also where they have processes to identify characteristics of vulnerability (for example, where they generate system-inferred indicators to prioritise the help they give to these consumers).

The second data point is where the complaint relates to or was caused by the firm's failure to consider or respond to the customer's characteristic(s) of vulnerability. This is regardless of how the characteristic(s) of vulnerability was identified. Here the vulnerability is material to the reasons for the complaint.

Second data point example (which should also be recorded under the first data point):

- A customer complains that the firm used overly complex language in both written and verbal communication. The customer had already disclosed they had early-stage dementia and struggled with understanding lengthy documents and retaining information.

This is an example of where a firm may not record under either of these data points:

- A customer complains about the delays in exiting a product. The original purchase relates to a period when the customer was in vulnerable circumstances due to financial hardship, but they are not in that position now.

There is existing vulnerability guidance ([FG21/1](#)) available, to help support firms take a consistent approach to identifying which complaints to include.

We expect these customer vulnerability data points to:

- provide the FCA with a fuller picture of these complaints, allowing for proportionate and holistic supervisory engagement
 - help to show trends across all complaints involving customers in vulnerable circumstances, as well as where the vulnerability is linked to the complaint
 - drive consistency in reporting and further encourage firms to think proactively about how they meet the needs of customers in vulnerable circumstances
 - help identify good practices and areas for improvement (for example, where firms use system-inferred indicators, we can better understand the proactive and innovative processes being used to prioritise the needs of customers in vulnerable circumstances)
-

Reporting of contextualisation data

2.45 We asked:

Question 7: Do you agree that contextualisation data should continue to be reported? If yes, what guidance should we provide to help firms report contextualisation data?

Feedback received:

- 2.46** A range of respondents broadly supported our proposal for retaining the reporting of contextualisation data.
- 2.47** There was a higher proportion of support across larger firms, including trade bodies representing larger firms, than compared to smaller firms and trade bodies that represent smaller firms.
- 2.48** Some supportive respondents said this data provides valuable benchmarking against peers. For them, benchmarking helps with complaint trend analysis and root cause investigations and drives operational enhancements.

- 2.49** Several respondents said this data supports the FCA in identifying areas of potential harm across different markets.
- 2.50** A trade body said we should remove contextualisation. Its view was that the purpose of providing complaints data is to reduce consumer harms and not provide a means for firms to benchmark against peers.
- 2.51** Another trade body said it would be problematic to remove contextualisation, even for smaller firms.
- 2.52** One respondent said contextualisation allows smaller firms (with fewer complaints) to be more accountable where their percentage of complaints is high compared to business volumes. But this benefit does not extend to smaller firms being able to compare with other smaller firms due to the data only being published when the 500 complaints reporting threshold is reached.

Our response

This proposal had good support. We have carefully considered concerns about where we should retain contextualisation data.

There is clear positive sentiment among larger firm respondents, highlighting the value of benchmarking and peer comparison using contextualised data. We also agree with a broad range of other respondents' views that contextualised data drives complaint trend analysis and root cause reviews, enabling firms to identify where to make improvements to deliver better customer outcomes.

Taking into account the insightful feedback from respondents, we will retain the collection of contextualisation data but only for firms in the Retail Banking, Insurance, Payment Services and CMC sectors. One factor in reaching this decision is that, for some other sectors, this information is available, in whole or in part, from other regulatory returns. We welcome this opportunity to remove firm burden across some sectors.

For the sectors where we are retaining capture of this data, our internal data users have said they use it for intelligence and benchmarking firms alongside the other data they receive.

Guidance for firms

- 2.53** We asked:

Question 8: Do you agree that the guidance we are providing will help firms report high quality complaints data? If not, do you have any views on what guidance we should be providing?

Feedback received:

- 2.54** Most respondents agreed that the guidance set out in the CP will help firms report high quality data.
- 2.55** A trade body said the guidance represents a clear improvement compared to the current position.
- 2.56** While there was strong support for the proposed guidance, some respondents suggested improvements. Several of these related to complaints about insurance products and funeral plans. For example, one respondent said funeral plan (FP) providers face unique challenges, including when complaints are raised by family members or executors rather than the plan holder. Tailored guidance that addresses different scenarios and clarifies how complaints should be recorded will help drive accurate reporting.
- 2.57** Several respondents said guidance should be reviewed regularly, considering industry feedback, and updates made where appropriate.
- 2.58** One respondent said case examples showing what type of complaint might be included could be valuable for smaller firms. The respondent recognised this would mean more work for the FCA before publishing, but the likely long-term benefit would be less contact from firms asking for clarification on the guidance.
- 2.59** Another respondent said that a mapping guide and illustrative examples would aid consistent application.
- 2.60** Some respondents emphasised the need for clarity on the guidance in relation to reporting on customers in vulnerable circumstances.
- 2.61** One respondent asked for more guidance on Consumer Duty-related mapping on insurance products and how 'product performance' and 'product fair value' are defined. Another respondent asked for an explanation of 'product fair value' connected to insurance products, with the example that price volatility at renewal is not necessarily a fair value issue.
- 2.62** A trade body said its members had raised concerns about PSD2 reporting, particularly where complaints with multiple issues are tagged as PSD2 simply because they involve a payment-related element. It said firms would benefit from clearer guidance on what a PSD2 complaint is and how multi-faceted complaints should be treated.
- 2.63** Several respondents said there was an absence of guidance for reporting complaints about Home Finance.

Our response

We are encouraged by the positive feedback from respondents.

Alongside the changes to product categories, and to aspects such as complaint type, firms can expect to see guidance that helps them report accurately. Where improvements to the guidance should be made, we will implement them. We have provided examples of product categories in Annex 2 of this PS – to support firms – with descriptions and illustrative examples as we develop and test the system ahead of the go-live date.

An example of a change we have made, thanks to respondent feedback, is that FP firms will be able to report pre and post-redemption complaints separately. This will make it clearer whether complaints are being made by the plan holder or by family members/executors.

As is currently the case, firms will need to use their judgement as to which category best fits the reason for the complaint. To do this, firms should consider what is the main driver or root cause for the complaint. The alignment of complaint types to the Consumer Duty outcomes should help with this.

Frequency of return submission

2.64 We asked:

Question 9: Do you agree with our proposals for Funeral Plan providers, CMCs, Payment Service providers and some consumer credit firms, which currently report annually, to provide complaints data half-yearly?

Feedback received:

- 2.65** There was strong support for all firms completing the new consolidated complaints return to report their data every 6 months.
- 2.66** Respondents said this change would support timely assessment of trends, reflects the existing practices of some firms, and will drive consistency and accuracy of complaints data collections.
- 2.67** A trade body did not entirely agree with the proposal, saying many smaller firms have minimal market share and few complaints. As such, the change would increase regulatory burden for small and already stretched firms and was unlikely to lead to significant or meaningful insights into trend analysis and identification of consumer harm.
- 2.68** Another respondent also saw the potential for increased burden for smaller firms, noting smaller firms don't have dedicated in-house compliance teams and so fewer touch points during the year is preferable.

Our response

We welcome the very positive sentiment for this change and will proceed as we consulted on. Most respondents agreed on the expected benefits of improved trend analysis, detection and tackling of consumer harm. These benefits would also outweigh the additional burden for some firms of now reporting every 6 months rather than annually.

We acknowledge that not every respondent thinks the benefits outweigh the additional burden. Firms reporting nil or a minimal number of complaints every 6 months may consider these requirements as burdensome. However, we consider the new complaints return will help firms navigate more swiftly to sections relevant to their permissions and this will go some way to mitigating the increased frequency of reporting. Firms with annual reporting cycles should already have established processes for collecting complaints data and, as such, we would not expect the increase in frequency of reporting to be burdensome.

Reporting by calendar year

2.69 We asked:

Question 10: Do you agree with our proposal that firms should submit data for periods ending 31 December and 30 June? If not, how should we set reporting dates?

Feedback received:

- 2.70** Respondents were strongly in favour of 6-monthly reporting periods aligned to the first and second halves of each calendar year.
- 2.71** Some respondents welcomed this, as it would align with firms' current reporting cycles and other FCA obligations, bringing more consistency.
- 2.72** However, one respondent said there would be misalignment with firms' other regulatory reporting and would create a bottleneck in RegData. This respondent suggested the reporting cycles align with REP008 (that is, 6-monthly periods ending 31 August and 28 February).
- 2.73** A trade body expressed, on behalf of its members, a preference for retaining the current reporting by ARD. This would avoid the need to engage with accountants more than once a year. Another respondent said that reporting by ARD aligns with a common year end date of 31 March for limited companies.
- 2.74** Another trade body, while agreeing with our proposed 6-monthly reporting periods, was concerned about the capacity of FCA systems to cope with an increased number of firms reporting at the same time, as many submit on or very close to the deadline.

Our response

We will be going ahead as we consulted on. Respondents welcomed the consistency and simplicity of reporting every 6 months, aligned to the calendar year. They agreed it would also give the FCA timelier and more accurate data. This change will involve a transition for some firms.

We consider the initial or short-term challenges envisaged by some respondents will be outweighed by more efficient complaints reporting.

We expect increased confidence and trust from industry and consumers, for example as reporting and publication aligns more to the data and analysis shared by the [Financial Ombudsman Service](#).

Most firms already report on a 6-monthly basis, so this change will not be significant for them. However, we will work with firms to make sure the transition to the new complaints reporting process is as smooth as possible.

Implementation period

2.75 We asked:

Question 11: Do you have any views on our proposed approach to implementing the new return?

Feedback received:

- 2.76** Most respondents agreed with our proposed approach to implementing the new return within the allocated 12 month period to do so. There was broad consensus that the proposed implementation period was clear, and that it would give firms enough time to prepare for the transition.
- 2.77** A trade body said that, following clarification from the FCA that the first new return will cover complaints data from 1 January 2027 to 30 June 2027, most of its members agreed in principle with the proposed approach. Before this clarification, there were concerns about a compressed timeline. The trade body still expressed concern about the scale of the work required for its members. This was because of the increased granularity of the new reporting and what would be needed in terms of remapping, systems redesign, training and policy and procedural changes.
- 2.78** Some respondents were not in favour because the CP said the first collection would be for data for the 6-monthly period ending 31 December 2026. These respondents thought this would not allow enough time to adjust, given it would only be 6 months after publication of this Policy Statement (December 2025) before data would be reported using the new process (July 2026).
- 2.79** Several respondents had concerns about our estimates of the costs firms would bear to implement the changes.
- 2.80** A trade body said some of its members considered it prudent for us to pause publication of the new data after the first submission to allow an opportunity to identify any issues or inconsistencies.

- 2.81** A respondent was concerned that we had not provided enough clarity about the transitional rules for firms whose current reporting cycles do not align with moving to calendar year reporting. There was a request that we take a flexible approach towards firms that are adjusting their internal processes to accommodate this change.

Our response

We will proceed on the same basis as we consulted on but acknowledge the CP could have been clearer on what we intended as the 12 month implementation period. We intended there would be at least 12 months from the date of this PS to the date when data is first collected using the new complaints reporting process.

To confirm, the 6-monthly period starting on 1 January 2027 and ending on 30 June 2027 is the first collection period using the new return and based on data recorded for the first 6 months of 2027.

We explained at engagement sessions with trade bodies that the first collection period would start from 1 January 2027 for the 6-monthly period that ends on 30 June 2027. Firms would report this data to us from 1 July 2027 onwards. Once we provided this clarity, there was strong support from those respondents, although we appreciate not all respondents would have received this update.

While some respondents gave adverse feedback that the implementation period was not long enough, with our clarification on timing and that the full 12 month implementation period would apply, we believe the positive sentiment from respondents would have been even higher.

We note some concerns were raised about how we expressed our intentions in CP25/13 about the 'short period' for reporting of complaints data by firms where their ARDs do not align with our proposal to move to calendar year reporting from 1 January 2027.

To confirm, we can clarify that the current reporting rules will apply for reporting up until 31 December 2026. The new reporting rules set out in this PS will start to apply from 1 January 2027. So, for example, a firm with an ARD of 31 October would report its final data under the current rules for the 'short period' of 1 November to 31 December 2026. It will then report under the new rules from 1 January 2027 for the 6 month period that then ends on 30 June 2027. We will support firms with ensuring a smooth transition to reporting their data under the correct rules and monitor any issues that arise for firms transitioning to reporting using the new return.

Improving our data publications

2.82 We asked:

Question 12: Do you agree with our proposal to publish firm-level data from firms with greater than 500 complaints? If not, do you have any views on what would be an appropriate threshold for firm-level complaints publication?

Feedback received:

- 2.83** There was very strong support to publish firm-level data from firms with more than 500 complaints in a 6-monthly reporting period.
- 2.84** Some respondents, including those in support of this proposal, had concerns or suggestions. Several centred around contextualisation so published data could be reviewed in an appropriate light. It was more relevant to know how many complaints a firm has received against the backdrop of how many policies are in force.
- 2.85** One respondent said publication should be based not (just) on a complaint threshold but on contextualisation metrics (that is, the ratio of number of complaints opened against the number of policies in force). An example used was at least 100 complaints recorded, and where the contextualisation metric was above (or worse) than the market average.
- 2.86** Another respondent said rather than having a fixed 500 threshold level across all firms, we should instead consider different thresholds for different markets. An example used was 50-100 for FP providers, 250 for consumer credit firms, and 500 for banks and insurers.
- 2.87** One respondent said we should consider how the removal of group reporting will impact what gets published. Some firms, now reporting individually, may now have complaints data published less frequently or not at all.
- 2.88** Two respondents made suggestions in relation to claims management companies (CMCs). One of these 2 respondents said data could be triggered for publication where CMC claims have an impact on volumes. The other respondent said complaints brought by CMCs should be reported to provide context to consumers on published data.
- 2.89** One respondent not in favour of the proposal said smaller firms, with their data not being published, could be ignored because of their lower complaint volumes, even though they have higher percentages of complaints compared to how many customers they have. The respondent suggested we publish based on a ratio of complaints in proportion to the size of a firm.
- 2.90** One trade body said our proposal could have a negative impact on competition. This was because affected firms already publish their data on their own websites.

Our response

We welcome that respondents are very much in favour of our proposals on publishing complaints data. Both industry and consumers will have access to more frequently published data which is made clearer by the removal of group reporting. Firms should have a valuable reference point for root cause analysis and peer comparison, while consumers will have more comparable information available to them.

We accept that the removal of group reporting may reduce what is published. But the FCA will have better sight of what every firm in a group is reporting on complaints, which will lead to more proportionate and focused engagement to reduce consumer harms and to identify trends. We can put reported data back together to get an indicative group view, as can the groups themselves.

We are retaining contextualisation for some sectors. This aims to provide a more informed view of complaints for firms in those sectors. But by removing contextualisation for some sectors, we are meeting a key aim of simplifying how some firms report complaints to the FCA, which will reduce burden.

We have considered the different suggestions made by respondents to improve the thresholds of published data. However, we consider that we should have a simple and consistent approach and so will apply the same threshold of 500 complaints for the purpose of publication.

Chapter 3

Implementation and next steps

- 3.1** This chapter sets out our approach to implementing our final proposals, as set out in Chapter 2, and the next steps with testing of our new complaints return.

Implementation

- 3.2** Following publication of this PS, our focus will turn to implementing the final proposals set out in Chapter 2. We will work with firms throughout the proposed 12 month implementation period. We will share further details of the new return as early as possible, so firms can prepare to collect the required data for the first reporting period. The new form will be tailored so a firm will only see those section(s) of the return it is required to complete based on the permissions it has received from us as a regulated firm.
- 3.3** We can confirm that the first 6-monthly reporting period for the new return is 1 January 2027 to 30 June 2027. We expect to start receiving firms' complaints data for this first reporting period from 1 July 2027. This is in line with our proposal to move to a standard calendar year reporting cycle from the previous cycle linked to each firm's Accounting Reference Date (ARD). We can also confirm, as stated in Chapter 2, that firms that currently report on an annual basis will be expected to do so twice each year, that is, every 6 months, instead.
- 3.4** For firms that will be reporting on the existing return(s) prior to 1 January 2027, and which have an ARD which makes the time between that date and 1 January 2027 shorter than 6 months, a 'short period' will apply to their final submission on the existing return(s). For example, a firm with an ARD of 31 October will report their final submission using the existing return(s) for the 2 month period 1 November 2026 to 31 December 2026.
- 3.5** In line with our final proposals, all affected firms should expect to report complaints data to us every 6 months on a calendar year basis. The second reporting period using the new return will therefore run from 1 July 2027 to 31 December 2027.
- 3.6** As noted in paragraph 2.76 of Chapter 2, we consulted on allowing an implementation period of 12 months as we expected this would provide enough time for firms to prepare in collecting relevant complaints data from 1 January 2027 onwards. This could involve making any necessary adjustments to their IT systems and putting the necessary resources in place, such as training staff. By making our views on implementation known early through CP25/13, we provided firms with adequate notice of the 12 month period as a realistic target to make their preparations ahead of publishing this PS. The strong support for this implementation time period in consultation responses also indicates that many impacted firms agreed with the proposal and indicated that they could meet it.

- 3.7** As we also note in Chapter 2 – see our response below paragraph 2.81 – we will support firms with ensuring a smooth transition to reporting their data under the correct rules and monitor any issues that arise for firms transitioning to reporting using the new return.

Next Steps – user testing approach

- 3.8** During the implementation period of the new return, we will help firms adopt our proposals by:
- assessing if firms understand the purpose and structure of the data elements against which they will record complaints. In this PS, we have provided the list of product and service categories to be included in the new return – see Annex 2. This Annex includes a Consumer Duty overlay for these product and service categories, mapping each complaint type to a Consumer Duty outcome. The overlay is subject to testing, and as we have said in Chapter 2, we do not intend to publish this data and do not believe it has an impact on how firms will report using the new return
 - identifying where firms may not understand how to complete the return
 - validating whether the data elements and any error messages received when completing the new return are clearly understood. The return will include guidance to assist firms' understanding of the data that should be input in specific fields
 - checking whether there are any accessibility and compatibility challenges that firms may face in completing the new return using different devices and assistive technologies
 - evaluating whether the design of the new return supports firms in accurately and efficiently entering the required data
- 3.9** In testing the new return, we are mindful that many regulated and third-party firms will be required to complete it, and so we will consider the experience of completing the return for:
- small, medium and large firms
 - different levels of digital proficiency
 - firms with different regulatory experience and understanding of how to complete the return
- 3.10** We will inform firms on the RegData Notice Board when the Data Reference Guides for the new return are available.

Chapter 4

Consultation on collection of customer vulnerability data by Payment Services, Funeral Plans and CMCs firms

Why are we consulting?

- 4.1** Chapter 2 of this PS sets out our position on the reporting of customer vulnerability data in the new consolidated return.
- 4.2** Our intention is that those firms using the new return should all report their customer vulnerability data. This can be seen in CP25/13 at paragraph [3.16](#).
- 4.3** However, after reflecting on the 'prototype' shared alongside CP25/13, and the draft Handbook text (i.e. in the Complaints Reporting Instrument), we acknowledge our intention was not as clear as it could have been. This is because customer vulnerability data points only showed as applying to the DISP 1 and CCR forms.

What are we consulting on?

- 4.4** We propose to extend the requirement to provide complaints information on consumers in vulnerable circumstances to all returns within the new consolidated return. As set out in Chapter 2, we expect the first full reporting period on this data, for all firms, will be 1 January to 30 June 2027.
- 4.5** This consultation is to include these customer vulnerability data points for Payment Services, Funeral Plans, and CMCs, within the new consolidated return:
- complaints opened by consumers identified as vulnerable
 - complaints closed by consumers identified as vulnerable
 - complaints opened that relate to a firm's failure to consider or respond appropriately to a consumer's vulnerability
 - complaints closed that relate to a firm's failure to consider or respond appropriately to a consumer's vulnerability
- 4.6** For those firms that complete the consolidated return, we will then have a complete picture of the outcomes customers with characteristics of vulnerability get. We can then make sure these customers have appropriate protection.

- 4.7** Providing this data should not create additional burden. We already expect firms to support their staff to identify signs of vulnerability in customers, for example, by providing them with appropriate training and resources to do so. We also expect firms to have set up their systems and processes to enable customers to disclose their needs if they choose to do so. Firms should then be able to capture information about customer needs, such as communication needs or information about customers' characteristics of vulnerability.
- 4.8** What we expect CMCs to report under these data points is limited to the complaints about the service provided by them to their customers. It is not about the facets of the claims they are processing or any historic vulnerability linked to those claims. We provided examples of these customer vulnerability data points in Chapter 2 to help CMCs as well as other sectors consider what to report.
- 4.9** We are therefore asking:

Question 1: Do you agree that the consolidated return for Payment Services, Funeral Plans and CMCs should include the customer vulnerability data points listed at 4.5, consistent with the approach for DISP 1 and CCR returns?

- 4.10** Please respond by 2 February 2026 via ps25-19@fca.org.uk.

Annex 1

List of non-confidential respondents

1. We are obliged to include a list of the names of respondents to our consultation who have consented to the publication of their name. That list is as follows:

Insurance Compliance Services Limited
British Insurance Brokers' Association (BIBA)
Consumer Credit Trade Association (CCTA)
Co-op Funeral Plans Limited
Aberdeen Group plc
Credit Services Association
NewDay Limited
Association of Member Directed Pension Schemes (AMPS)
British Vehicle Rental & Leasing Association (BVRLA)
Personal Investment Management & Financial Advice Association (PIMFA)
Association of British Insurers (ABI)
Age Partnership Limited
Vanquis Banking Group
Lloyd's Market Association
Gallagher
Funeral Partners
People's Partnership
Andra T. Alcalá, Genesis International Business Group
Barclays Bank plc
AXA UK
UK Finance
Post Office Insurance

2. All other respondents either submitted a confidential response and did not wish to be named as a respondent or did not indicate whether they wished to be named as a respondent.

Annex 2

Product and service categories

1. For firms that expect to complete the new consolidated complaints return, we set out:
 - the product and service categories
 - the complaint issue categories
 - Consumer Duty mapping
2. Also in this annex, and before the section on Consumer Duty mapping, there are 2 summary tables to reflect the changes made to the names of the product and service categories, and complaint issue categories, respectively, since CP25/13 was published. These changes, including new product categories, particularly in insurance, are made as a result of respondent feedback.
3. As we set out earlier in this PS, the Consumer Duty mapping should not impact how firms report their complaints. Firms should focus on providing the correct information by reference to the product and service categories and the complaint issue categories.
4. We have not included product and complaint issue descriptions for prepaid funeral plans as we consider these to be self-explanatory. But we confirm the funeral plans section of the new consolidated return will enable firms to report complaints as pre-redemption or post-redemption. This annex does include Consumer Duty outcomes mapping for prepaid funeral plans.

Banking and Savings products	Description
Current Accounts	
Basic Current Account	Also known as “payment accounts with basic features”, basic bank accounts (BBAs) are regulated under the Payment Account Regulations 2015 (PARs). Designated credit institutions must offer these accounts to eligible consumers who apply for one and there are limited circumstances in which firms can refuse to open an account. BBAs must be free of charge for standard operations and not have overdraft facilities, while still providing access to basic banking services.
Business Current Account	Business Current Accounts are provided to customers seeking an account to conduct financial activity related to their business. The definition provided for a Personal Current Account should be considered to apply for Business Current Accounts but, to which the words “or a premium service account” are omitted.

Banking and Savings products	Description
Personal Current Account	An account, other than a current account mortgage or a premium service account, which is a payment account as defined in the PARs. That is: "an account held in the name of one or more consumers through which consumers are able to place funds, withdraw cash and execute and receive payment transactions to and from third parties, including the execution of credit transfers, but does not include any of the following types of account provided that the account is not used for day-to-day payment transactions: savings accounts; credit card accounts where funds are usually paid in for the sole purpose of repaying a credit card debt; current account mortgages or e-money accounts".
Overdrafts	<p>An "arranged overdraft" is the running-account facility provided for in an authorised non-business overdraft agreement that is a regulated credit agreement. An "unarranged overdraft" is a regulated credit agreement that arises as a result of (a) a personal current account becoming overdrawn in the absence of an arranged overdraft or (b) the firm making available to the customer funds which exceed the limit of an arranged overdraft.</p> <p>An "authorised business overdraft agreement" provides authorisation in advance for businesses to overdraw on a current account. Overdrafts are usually subject to charges.</p> <p>While many current accounts have access to arranged or unarranged overdraft facilities, this does not include basic bank accounts (BBAs). Firms must take all reasonable steps to avoid overrunning on BBAs and where a BBA does go into an unarranged overdraft, firms must not charge any fees or interest.</p>
Packaged accounts	A type of current account that comes with a "package" of extra features including access to other goods or services, whether or not a fee is charged.
Savings – Cash ISAs	
Easy Access (Instant/ No-notice Withdrawal Accounts)	A type of Individual Savings Account (ISA) that enables consumers to withdraw and deposit funds at any time without penalties or restrictions. The interest rate on these accounts is variable. Like all ISAs, the interest earned on an easy access cash ISA is free from income tax, up to the annual ISA allowance.
Restricted Access (Notice Period/Fixed)	A type of Individual Savings Account (ISA) that has limitations on the ability to withdraw funds. Consumers agree to lock their money away for a set period in exchange for a fixed interest rate, which is often higher than the interest on easy access cash ISAs. Withdrawing funds before the end of the term is likely to incur a penalty. Like all ISAs, the interest earned on a restricted access cash ISA is free from income tax, up to the annual ISA allowance.

Banking and Savings products	Description
Savings – Non-ISAs	
Easy Access (Instant/ No-notice Withdrawal Accounts)	A type of savings account that enables consumers to deposit and withdraw money quickly and easily, earning interest on the funds held, though often at a lower rate than fixed-term savings accounts. Easy access savings accounts often have variable interest rates.
Restricted Access (Notice Period/Fixed)	A type of savings account where it is agreed that money is to be held in the account for a specified period, earning a fixed interest rate for the duration of that term. Withdrawing money before the end of the specified period is likely to incur a penalty, such as a fee or reduction in the interest earned.
Other banking/savings	Other banking and savings products not captured above.
Banking/Savings complaint issue	Description
Access to Product (inc. temporary restrictions)	Complaints relating to a customer's capability to access a product, including but not limited to: <ul style="list-style-type: none"> declined applications restrictions applied to existing products (temporary or permanent) product exits or closures.
Irresponsibility of Lending and/or Unaffordability of Product	Complaints relating to instances where the customer believes the firm has provided them a product irresponsibly, including instances of lending that the customer is not able to sustainably afford.
Mis-Sale	Complaints where the customer believes they have been mis-sold a product or service, including but not limited to instances where the product features differ from those advertised, and where the product may not meet the customer's needs, risk appetite, or credit profile.
Product Features or Performance	Complaints relating to instances where a product or service fails to deliver, operate, or perform in the way it has been advertised, including but not limited to: <ul style="list-style-type: none"> the product not including particular features as advertised the firm failing to operate the product in line with agreed Service Level Agreements (SLAs) technical issues preventing the customer from engaging with the product via a digital interface.
Price, Sums, Fees and Charges	Complaints relating to the product failing to provide the customer with fair value, including but not limited to: <ul style="list-style-type: none"> interest rate not competitive when compared to rest of market fees charged are excessive when considering nature of product or level of service provided.

Banking/Savings complaint issue	Description
Errors/Not Following Instructions	<p>Complaints where the firm has failed to follow instructions from the customer and/or made errors in their provision, delivery or management of the product. Including, but not limited to:</p> <ul style="list-style-type: none"> • actioning changes requested to a product incorrectly • updating customer details incorrectly • failing to action requested changes • any errors identified by the customer when engaging with the product (including inaccurate amounts, rates, fees or charges).
Delays/Timescales	<p>Complaints where the firm has failed to deliver a product or service in line with agreed SLAs, including but not limited to:</p> <ul style="list-style-type: none"> • slow processing to change or amend a product following a customer request • unreasonably slow timescale set for when an action or request will be completed by the firm.
Financial Difficulties	<p>Complaints relating to instances where a customer may be unable to meet all obligations on a product due to them being in financial difficulty, and where the firm may have failed to provide adequate support or treatment.</p>
General administration and customer support during product life	<p>Complaints relating to general issues with the firm's administration or service provided on a product, where this is not clearly captured by other categories.</p>
Information Provision or Content	<p>Complaints relating to instances where the firm has failed to provide the customer with adequate information to fully understand the nature of the product and how it works, such that the customer cannot reliably assess whether it is appropriate to meet their needs.</p>
Fraud	<p>Complaints where the customer has been a victim of fraud including but not limited to instances where:</p> <ul style="list-style-type: none"> • the customer believes the firm could have done more to detect, prevent or protect them from a fraud loss • the customer is not satisfied with any reimbursement provided by the firm to compensate a loss • the customer has been the victim of ID fraud, and the firm has enabled a fraudster to open a product or access a service using their details.

Mortgage and Home Finance products	Description
Regulated first charge mortgage	A regulated mortgage contract in which the mortgage on which the obligation to repay is secured is a first charge legal mortgage.
Regulated second charge mortgage	A regulated mortgage contract which is not a first charge legal mortgage.
Regulated bridging loan	See FCA Handbook Glossary for definition: https://handbook.fca.org.uk/glossary/G2949
Regulated equity release (lifetime mortgage or home reversion plan)	A firm with permission (or which ought to have permission) for: <ul style="list-style-type: none"> a. entering into a regulated mortgage contract (when carried on in relation to a lifetime mortgage); or b. entering into a home reversion plan.
Regulated home purchase plan	Any of the regulated activities of: <ul style="list-style-type: none"> a. arranging (bringing about) a home purchase plan (article 25C(1)); b. making arrangements with a view to a home purchase plan (article 25C(2)); c. advising on a home purchase plan (article 53C); d. entering into a home purchase plan (article 63F(1)); e. administering a home purchase plan (article 63F(2)); or f. agreeing to carry on a regulated activity in (a) to (e) (article 64).
Regulated sale and rent back	Any of the following regulated activities: <ul style="list-style-type: none"> a. arranging (bringing about) a regulated sale and rent back agreement (article 25E(1)); b. making arrangements with a view to a regulated sale and rent back agreement (article 25E(2)); c. advising on a regulated sale and rent back agreement (article 53D); d. entering into a regulated sale and rent back agreement (article 63J(1)); e. administering a regulated sale and rent back agreement (article 63J(2)); or f. agreeing to carry on a regulated activity in (a) to (e) (article 64).
Other regulated home finance products	Other regulated home finance product(s) not captured above.
Unregulated buy to let mortgage	Self-explanatory.
Other unregulated home finance products	Other unregulated home finance product(s) not captured above.

Mortgage/Home Finance complaint issue	Description
Product features or performance	Number of complaints related to the specific attributes, characteristics, or functionalities of a mortgage or home finance product or service, or a mortgage product or service's efficiency, reliability, and effectiveness in meeting consumers' needs.
Price, sums, fees and charges	Number of complaints relating to the costs of mortgage or home finance products or services, including price of products, total amounts, and additional fees.
Advising, selling and arranging – inappropriate advice	Number of complaints related to customer receiving misleading, unsuitable, or insufficient advice or guidance when purchasing a mortgage or home finance product or service. This includes recommending products that do not meet the customer's needs, failing to disclose key risks, or providing advice that leads to financial harm.
Advising, selling and arranging – other issues during application stage	Number of complaints related to customer receiving misleading or insufficient information when purchasing a mortgage or home finance product or service.
General administration and customer support during product life – errors/not following instructions	Number of complaints related to mistakes, errors or failures in handling consumers requests, transactions, or account management throughout the lifetime of the mortgage or home finance product or service. This could include processing errors, miscommunication, failure to follow customer instructions, or incorrect application of terms.
General administration and customer support during product life – delays/timescales	Number of complaints related to issues where services, transactions, or requests are not completed within expected or agreed timeframes. This includes delays in processing applications, payments, account updates, or resolving customer enquiries.
General administration and customer support during product life – other	Number of complaints related to any administrative or customer service issues that arise during the lifetime of the mortgage product that but do not fall under the other general administration categories above.
Financial difficulties	Number of complaints related to a situation where an individual is unable to meet financial commitments or expects to be unable to meet financial commitments.
Information provision or content	Number of complaints related to the accuracy, clarity, and completeness of information provided to customers about products, services, terms, or policies. This includes marketing materials, contract details, statements, and customer communications.
Other	Number of complaints related to any other reason not captured above.

General Insurance products	Description
Alloy Wheel Insurance	Contracts of insurance against the risks of loss in relation to vehicle alloy wheels.
Bicycle Insurance	Contracts of insurance against loss of or damage to a bicycle.
Building Warranties	Contracts of insurance against the risks of loss attributable to latent defects to the structure of domestic properties.
Buildings and Contents Insurance	Contracts of insurance against loss or damage to either the structure or contents of domestic properties and including cover against risks of incurring liabilities to third parties arising out of injuries sustained within the boundary of a domestic property. Residential property owners' insurance is included within Commercial Property insurance.
Buildings Insurance	Contracts of insurance against loss of or damage to the structure of (but not the contents of) domestic properties and including cover against risks of incurring liabilities to third parties arising out of injuries sustained within the boundary of a domestic property. Residential property owners' insurance is included within Commercial Property insurance.
Business Protection Insurance	Contracts of insurance to cover self-employed persons or small businesses against operational and liability risks, and risks of financial loss attributable to events such as (but not limited to) professional negligence, workplace accidents, goods damaged in transit, business interruptions and legal disputes.
Car Hire Excess Insurance	Contracts of insurance to cover the risks of incurring an excess in the event of damage to hired vehicles.
Card Protection Insurance	Contracts of insurance against misuse of credit cards, debit cards or store cards following loss or theft, or as a result of fraud.
Commercial Combined/ Package Insurance	Contracts of insurance against a combination of risks covered by commercial property insurance, liability insurance and business protection insurance, but does not include commercial vehicle insurance.
Commercial Property Insurance	Contracts of insurance against loss or damage to either the structure or contents of business premises and including cover against risks of incurring liabilities to third parties arising out of injuries sustained within the boundary of a business premises. Includes residential property owners' insurance.
Commercial Vehicle or Fleet Insurance	Contracts of insurance against loss of, or damage to, motor vehicles used on land and against the risks of persons insured incurring liabilities to third parties arising out of or in connection with the use of motor vehicles on land, where the motor vehicle has two or more wheels and the motor vehicle is insured under a fleet insurance policy or is used for any purpose other than for only social, domestic, pleasure and commuting purposes.
Contents Insurance	Contracts of insurance against loss of or damage to the contents of (but not the structure of) domestic properties.

General Insurance products	Description
Cyber Insurance – Commercial	Contracts of insurance against the risks of loss to the persons insured, who are carrying on business activities, attributable to a cyber attack.
Cyber Insurance – Personal	Contracts of insurance against the risks of loss to the persons insured, who are not carrying on business activities, attributable to a cyber attack.
Electrical Warranties	Contracts of insurance against the risks of loss attributable to failure of an electrical product (excluding motor vehicles and personal gadgets) and having the effect as if the manufacturer's or vendor's warranty on the product is extended for a period of time or is extended in scope.
Engineering Insurance	Contracts of insurance against loss of or damage to plant and machinery.
Furniture Warranties	Contracts of insurance against the risks of loss attributable to damage to furniture and having the effect as if the manufacturer's or vendor's warranty on the furniture is extended for a period of time or is extended in scope.
Gadget (including Mobile Phone) Insurance	Contracts of insurance against the risks of loss attributable to loss, breakdown or failure of a personal electronic gadget (including mobile phones).
Guaranteed Asset Protection Insurance	See FCA Handbook Glossary for definition: https://handbook.fca.org.uk/glossary/G3465g
Healthcare Cash Plan – Group	Contracts of insurance providing fixed pecuniary benefits against risks of the persons insured requiring health care for sickness, infirmity, dental work or injuries sustained. The contract is between the employer and the insurer.
Healthcare Cash Plan – Individual	Contracts of insurance providing fixed pecuniary benefits against risks of the persons insured requiring health care for sickness, infirmity, dental work or injuries sustained.
Home Emergency Insurance	Contracts of insurance providing assistance in the event of home emergencies.
Key Cover	Contracts of insurance to cover the risks of loss arising from lost, stolen and/or broken keys.
Legal Expenses Insurance	Contracts of insurance (or cover within a policy) that provides cover against the risks of loss to the persons insured attributable to their incurring legal expenses, including costs of litigation.
Liability Insurance	Contracts of insurance against risk of loss to the person insured attributable to their liability to a third party.
Marine Insurance	Contracts of insurance against the risk of loss of or damage to a marine vessel and against the risks of persons insured incurring liabilities to third parties arising out of or in connection with the use of a marine vessel.
Missed Event Insurance	Contracts of insurance against the risk of loss of use of the ticket (excludes travel policies).

General Insurance products	Description
Motor Insurance	Contracts of insurance against loss of, or damage to, motor vehicles used on land and against the risks of persons insured incurring liabilities to third parties arising out of or in connection with the use of motor vehicles on land, where the motor vehicle has four or more wheels and the motor vehicle is used only for social, domestic, pleasure and commuting purposes (and not for business or commercial purposes).
Motor Warranties	Contracts of insurance against the risks of loss to the persons insured attributable to failure of a motor vehicle and having the effect as if the manufacturer's or vendor's warranty on the motor vehicle is extended for a period of time or is extended in scope.
Motorcycle Insurance	Contracts of insurance against loss of, or damage to, motor vehicles used on land and against the risks of persons insured incurring liabilities to third parties arising out of or in connection with the use of motor vehicles on land, where the motor vehicle has two or more wheels and the motor vehicle is used only for social, domestic, pleasure and commuting purposes (and not for business or commercial purposes).
Personal Accident Insurance	Contracts of insurance providing fixed pecuniary benefits and/or benefits in the nature of indemnity against the risks of a beneficiary: <ul style="list-style-type: none"> a. sustaining injury as a result of an accident; or b. dying as a result of an accident; or c. becoming incapacitated in consequence of disease, but excluding healthcare cash plans and private medical products.
Pet Insurance	Contracts of insurance against risk of loss to the person insured attributable to sickness of or accidents to domestic pets.
Private Medical or Dental Insurance – Group	Contracts of insurance providing benefits in the nature of indemnity, with or without limit, treatment or fixed pecuniary benefits (or a combination of these) against risks of loss to the persons insured attributable to their incurring the cost of medical treatment or dental work. The contract is between the employer and the insurer.
Private Medical or Dental Insurance – Individual	Contracts of insurance providing benefits in the nature of indemnity, with or without limit, treatment or fixed pecuniary benefits (or a combination of these) against risks of loss to the persons insured attributable to their incurring the cost of medical treatment or dental work.
Travel Insurance	Contracts of insurance against a risk of loss to the persons insured attributable to their travelling or to their making of travel arrangements.
Tyre Cover	Contracts of insurance to cover the risks of loss arising from the need to repair or replace motor vehicle tyres.

General Insurance products	Description
Vehicle Breakdown Insurance	Contracts of insurance under which benefits are provided in the event of an accident to or breakdown of a vehicle including those where the effecting and carrying out is excluded from article 10(1) or (2) of the Regulated Activities Order by article 12(1) but excluding parts and garage cover contracts of insurance.
Vehicle Cosmetic Insurance	Contracts of insurance to cover the risks of loss arising from cosmetic damage to motor vehicles such as minor scratches and dents (excludes motor and motorcycle insurance policies).
Wedding and Party Insurance	Contracts of insurance against the risk of loss arising from the cancellation of weddings or private parties.
Other general insurance (Group) – Please provide details below	A general insurance product that is not already specified in the complaints return and which is purchased by an employer for the benefit of employees.
Other general insurance (Individual) – Please provide details below	A general insurance product that is not already specified in the complaints return and which is purchased by the policyholder for their personal benefit and/or their family.

Pure Protection Insurance products	Description
Accelerated Critical Illness Insurance – Individual	Long-term contracts of insurance whereby the policy would pay out in the event of a specified serious critical illness being diagnosed (as defined in the policy), or in the event of death of the insured, during the policy term. The policy would cease if either one of these conditions was met. The contract is between the individual and the insurer.
Accident Sickness and Unemployment Insurance	Short-term contracts of insurance that would pay out in the event of specified accidents and incidences of sickness. Contracts can also include Unemployment cover. These are short-term (general insurance) contracts between individuals and the insurer.
Business Insurance – Life/ Critical Illness/Income Protection'	Long-term contracts of insurance for Life insurance, Critical Illness and Income Protection. The policy is bought by an employer to cover it against the loss it would incur on the insured event. These are long-term contracts and would be referred to as 'Business Protection insurance'
Critical Illness Insurance – Group	Short-term contract of insurance which pays out a one-off lump sum to the employer if the employee is diagnosed with a prescribed (non-fatal) serious illness or medical condition within the term of the policy. The contract is between the employer and the insurer. Payment is then made to the employee.
Income Protection Insurance – Group	Short-term contracts of insurance which pay a regular, pre-agreed benefit (for a specified term, leaving employment or until recovery). Payment is to the employer in the event that an employee is unable to work due to an illness or injury (dependent on meeting the claim definition). The contract is between the employer and the insurer, with the employee paid by the employer.

Pure Protection Insurance products	Description
Income Protection Insurance – Individual	Long-term contracts of insurance which pay a regular, pre-agreed benefit, (for a specified term, or until recovery). Payment is to the policyholder in the event that they are unable to work due to an illness or injury (dependent on meeting the claim definition). Please note that this does not include Accident, Sickness and Unemployment policies. The contract is between the individual and the insurer.
Life Insurance – Group	Short-term contracts of insurance which will pay out on death of the policyholder for the benefit of the beneficiaries. The contract is between the employer and the insurer. Benefits are then paid to the beneficiaries as defined by scheme rules.
Over 50's Whole of Life Insurance	Long-term contract of insurance for whole-of-life policies which offer guaranteed acceptance (not medically underwritten), and which are only sold to customers who are over 50 years old. It does not include any other whole-of-life products in this category. Contract is between the individual and insurer.
Payment Protection Insurance	Payment protection contracts enabling a policyholder to protect their ability to continue to make payments due to third parties.
Stand Alone Critical Illness – Individual	Long-term contract of insurance which pays out a one-off lump sum to the policyholder if they are diagnosed with a prescribed (non-fatal) serious illness or medical condition within the term of the policy. Contract is between the individual and insurer.
Term Assurance (Life) – Individual	Long-term contracts of insurance which will provide cover to the policyholder for a pre-agreed period of time and will only pay out a lump sum to beneficiaries if the insured person dies during the policy term. Where the policyholder is diagnosed with a terminal illness (as defined in the policy) this is to be recorded as 'Terminal Illness Rider'. Contract is between the individual and the insurer.
Terminal Illness Rider	Terminal Illness complaints recorded against Term Assurance (Life) – Individual policies, where the complaint is related to Terminal Illness only.
Underwritten non-Unit Linked (UL) Whole of Life Insurance	Long-term contract of insurance for a medically underwritten insurance policy which provides cover to the policyholder indefinitely (e.g. not in respect of a pre-agreed term). A valid claim will be paid upon death, regardless of when the death occurs. Contract is between the individual and insurer. It does not include 'Guaranteed Over Fifties plans.
Other pure protection insurance (Group) – Please provide details below	A pure protection insurance product that is not already specified in the complaints return and which is purchased by an employer for the benefit of employees.
Other pure protection insurance (Individual) – Please provide details below	A pure protection insurance product that is not already specified in the complaints return and which is purchased by the policyholder for their personal benefit and/or their family.

Insurance complaint issue (General Insurance/Pure Protection)		Description
Advising, Selling, Arranging and Renewing	Unsuitable Advice	Complaints related to the appropriateness, clarity or accuracy of advice provided to a customer about one or more non-investment insurance products or services.
	Mis-selling/ Non-Disclosure/ Misrepresentation	Complaints about the possible mis-sale of a non-investment insurance product or service. This includes, but is not limited to, complaints: <ul style="list-style-type: none"> • about options presented to the customer at the point of sale • about whether a non-investment insurance product's features meet the customer's demands and needs • relating to allegations of non-disclosure or misrepresentation, by the customer or on the customer's behalf, about the risk to be insured.
	Product Information Disclosure	Complaints related to the accuracy, clarity, and completeness of information provided to customers about non-investment insurance products and services. This includes marketing materials, pre-contract information, contract details and customer communications.
Product Performance, General Admin and Customer Service	Customer Service and Policy Administration	Complaints related to any administrative or customer service issues including, but not limited to, following instructions, issuing documentation, and intermediaries assisting customers with claims.
	Product Performance/ Features	Complaints related to the specific attributes, characteristics, or functionalities of a non-investment insurance product or service, including but not limited to the product: <ul style="list-style-type: none"> • not including a particular feature • having a feature that is temporarily or permanently unavailable to a customer • having a feature which does not operate in the way it was designed to.
	Product Fair Value	Complaints about whether a non-investment insurance product, service or package provides fair value. This includes, but is not limited to, complaints that a price, fee or charge is excessive when compared with the benefits or services provided.
	Fees and Charges	Complaints relating to the appropriateness of setting or charging one or more fees or charges. A complaint alleging that a particular fee or charge is excessive should be recorded as a complaint about Product Fair Value.

Insurance complaint issue (General Insurance/Pure Protection)		Description
Claims (to only be completed by insurers)	Claims Handling and Delays	Complaints about how an insurer or an insurer's representative has handled a claim, including but not limited to, the time taken to handle the claim or an aspect of the claim.
	Claim Outcome	Complaints about how an insurer or an insurer's representative has settled a claim, including but not limited to, the amount paid, benefits provided, the application of limitations or exclusions and denial of liability for any part of a claim made under a non-investment insurance policy. If a complaint relates to non-payment of a claim because of alleged non-disclosure or misrepresentation, this should be recorded as a complaint about mis-selling/non-disclosure/misrepresentation.
Other		Complaint not falling into the circumstances described in another category.

Retirement savings products	Description
DC workplace pensions	A defined contribution (DC) workplace pension is a retirement savings plan established by an employer, where both the individual and their employer contribute to a pot that is invested, and the retirement payout will depend on those contributions, investment performance, and associated fees.
DC non-workplace pensions	A defined contribution (DC) non-workplace pension is a retirement savings plan, established by an individual where they contribute to a pot that is invested, and their retirement payout will depend on those contributions, investment performance, and associated fees.
QROPS	A qualifying recognised overseas pension scheme (QROPS) is an overseas pension scheme that HMRC considers eligible for transfer from pension schemes registered in the UK.
Trust based pensions (e.g. Occupational and DB)	Pension schemes that are established under a trust deed and rules, which governs the scheme. Trustees are appointed to run the scheme, and their responsibilities include providing oversight, ensuring compliance, and generally protecting the scheme and its benefits.
Pensions dashboard services	Pensions dashboards are online tools that provide a centralised and secure view of an individual's pensions, including both State and private sector pensions. They help users understand their pension savings, track their progress towards retirement, and reunite with lost or forgotten pension pots. These dashboards are designed to improve financial security and retirement planning.

Decumulation products	Description
Lifetime annuity (standard)	A retirement income product offering a guaranteed lifetime income. Payments are usually monthly, quarterly, or annually. It converts pension savings into a steady income stream, ensuring a consistent income for life.
Lifetime annuity (impaired)	Also known as an enhanced annuity. A type of lifetime annuity that offers higher income than a standard annuity due to a lower life expectancy. This lower expectancy may reflect health issues or lifestyle choices. The provider anticipates fewer payments, justifying a higher income.
Fixed Term annuity	A fixed term annuity provides a guaranteed income for a set period, typically between 3 and 25 years, rather than for life. At the end of the term, it will pay out a guaranteed lump sum (maturity value) or provide the option to use the remaining funds for other retirement income choices.
Immediate Needs annuity (care)	A type of insurance policy designed to help individuals pay for long-term care costs. It provides a guaranteed regular income, usually for life, in exchange for a one-time premium payment. This income is typically paid directly to the care provider, and it can be used to cover various care needs, including residential care, home care, or other related expenses.
With Profit annuity (Lifetime, Fixed term, Immediate needs)	A type of annuity where the income paid is linked to the performance of a with-profits fund. This means the income can increase over time due to bonuses added to the fund, but it can also potentially decrease if the fund's performance is poor. Unlike a standard annuity with a fixed income, a with-profits annuity offers the potential for higher income in the long term but also carries the risk of income fluctuations.
Drawdown (including PCLS)	Drawdown is a retirement option that lets individuals take some money out of their pension pot at any time from age 55 (or 57 from 6 April 2028), while the rest remains invested. It's also sometimes referred to as income drawdown or flexi-access drawdown.
UFPLS (tax free cash)	Uncrystallised funds pension lump sums (UFPLS) are a way of taking pension benefits from money purchase pensions without going into drawdown or buying an annuity, allowing individuals to withdraw lump sums directly from their pension.

Retirement savings/ Decumulation complaint issue		Description
Advising, Selling and Arranging	Unsuitable Advice	Complaints relating to customer receiving misleading, unsuitable, or insufficient advice or guidance when purchasing a pension product or services. This includes recommending products that do not meet the customer's needs, failing to disclose key risks, or providing advice that leads to financial harm.
	Unclear Guidance/ Arrangement	Complaints where someone finds the instructions, rules, or processes they are following to be confusing, vague, or difficult to understand. This can lead to frustration, errors and potential consequences that could lead to consumer harm or misunderstandings.
Information, Sums/ Charges or Product Performance	Disputes over Sums/Charges	Complaints relating to the costs of pension products and services failing to provide the customer with fair value, including price of products, total amounts, and additional fees.
	Product Performance/ Features	Complaints relating to instances where a product or service fails to deliver, operate, or perform in the way it has been advertised, including but not limited to: <ul style="list-style-type: none"> the product not including particular features as advertised the firm failing to operate the product in line with agreed SLAs.
	Product Disclosure Information	Complaints regarding the way a company discloses information about its products, including areas such as labelling, warnings, or instructions. This can cover issues such as missing information, unclear language, or inaccurate details that could lead to consumer harm or misunderstandings.

Retirement savings/ Decumulation complaint issue		Description
General Admin/ Customer Service	Errors/Not Following Instructions	Complaints where the firm has failed to follow instructions from the customer and/or made errors in their provision, delivery or management of the product. Including, but not limited to: <ul style="list-style-type: none"> • actioning changes requested to a product incorrectly • updating customer details incorrectly • failing to action requested changes • any errors identified by the customer when engaging with the product
	Delays/Timescales	Complaints where the firm has failed to deliver a product or service in line with agreed SLAs, including but not limited to: <ul style="list-style-type: none"> • slow processing to change or amend a product following a customer request • unreasonably slow timescale set for when an action or request will be completed by the firm
	Other General Admin/Customer Service	Complaints relating to general issues with the firm's administration or service provided on a product, where this is not clearly captured by other categories.
Arrears Related		Complaints relating to when a pension payment is delayed, shortchanged, or doesn't arrive as expected. It can stem from various issues, including miscalculations, administrative errors, or failure to adhere to a pension plan's rules.

Investments products	Description
With Profit Bonds	A form of 'pooled' life insurance-based investment and usually requires lump sums to be paid in. They will usually guarantee the investor a certain minimum return ('guaranteed benefit'), based on the initial sum invested. Investor's money is pooled together and invested in other assets (such as stocks, shares, property, equities and bonds) usually for the medium to long term. The investor's lump sum provides them with a number of units, which are used to calculate the size of any revisionary bonuses or guarantees offered by the plan.
Non-Profit UL Bonds	Offer a wide range of choice of funds and they pool the investment in a variety of assets such as equities (shares), corporate bonds, gilts, property and cash deposit funds.
Fixed Rate Bonds	A savings account that offers a consistent interest rate for a fixed amount of time.
Endowments	A long-term investment product that also includes a life insurance policy.

Investments products	Description
Qualifying Savings Plans/ Maximum Investment Plans	<p>Qualifying savings plans – often referred to as qualifying policies, are a type of life insurance that offers tax-free benefits when they mature or are surrendered. These plans have specific requirements to be considered qualifying, such as being a long-term policy, having regular payments, and meeting certain minimum death benefit thresholds.</p> <p>Maximum Investment Plans (MIPs) – also known as endowment policies, are a type of investment that allows individuals to save regularly for a period, usually 10 years or more, with the goal of building a tax-free fund. MIPs are essentially a savings vehicle with a life insurance element, offering a death benefit if the policyholder dies during the term. The main advantage of MIPs is that the growth of the investment is not subject to income tax or capital gains tax.</p>
UL Whole of Life (reviewable)	A unit-linked whole of life policy combines life insurance with an investment element, where a portion of the premiums are invested in a unit-linked fund. This fund can consist of shares, bonds, property, and cash, and the policy's value can fluctuate based on the performance of these investments. The policy provides life cover for the individual's entire life, with the investment component potentially enhancing the payout amount.
Stocks and Shares ISA	Tax-efficient savings accounts that allow individuals to invest up to £20,000 per year (in the 2025–26 tax year) without paying any tax on the interest or capital gains that they earn. ISA holders do not pay taxes on interest, income, or capital gains from cash and investments held in an ISA.
Offshore Investment Bonds	Tax-efficient wrappers issued in a secure, regulated jurisdiction outside your home country that hold a variety of underlying investments. They allow investments to grow without immediate tax on growth, which is deferred until money is withdrawn, at which point it is taxed as an "event". These bonds offer flexibility in investment choices and withdrawals, with a typical tax-deferral allowance, and can be particularly useful for high-net-worth individuals or non-domiciled residents.
Onshore Investment Bonds	Medium to long term tax-efficient investment wrappers issued by UK providers for UK-resident investors to hold funds across various asset classes. Their main advantage is a favourable tax treatment where the underlying funds are taxed by the provider, avoiding Capital Gains Tax (CGT) and basic rate Income Tax for the investor until withdrawals are made. This allows for tax-deferred growth, flexible withdrawals, and potential benefits for inheritance tax planning.
Personal Equity Plans (PEPs)	An investment plan introduced in the United Kingdom that encouraged people over the age of 18 to invest in British companies. Participants could invest in shares, authorised unit trusts, or investment trusts and receive both income and capital gains free of tax.

Investments products	Description
Listed Shares/Equities	A "listed share" or "listed equity" refers to a company's ownership stake that is traded on a public stock exchange like the London Stock Exchange (LSE). When a company is "listed," its shares are officially admitted to trading on the exchange's market, meaning they can be bought and sold by the public, allowing investors to easily buy and sell shares.
Investment Trusts	Also called closed-end funds, pool resources from multiple investors to buy a portfolio of assets. Assets might include equities, commodities, fixed-income securities, or real estate. As closed-end funds, investment trusts issue a fixed number of shares at inception that doesn't change.
Tradeable bonds (Corporate and Government)	Tradeable corporate bonds – are debt securities issued by companies to raise capital, and they can be bought and sold in a secondary market. While some are listed on exchanges like the London Stock Exchange, many are traded over the counter through institutional broker-dealers. These bonds offer investors a way to lend money to a company in exchange for interest payments (coupon) and the return of the principal at maturity. Tradeable government bonds – also known as gilts, are issued by the UK Government Debt Management Office (DMO) on behalf of HM Treasury to raise finance for public spending. Gilts can be bought and sold in the secondary market, with their prices fluctuating based on factors like interest rate changes and investor demand.
Unit Trusts	An unincorporated mutual fund structure that holds assets and provides profits to individual unit owners instead of reinvesting into the fund. A unit trust is established under a trust deed, and the investor acts as the beneficiary.
OEIC	A type of investment fund domiciled in the United Kingdom that is structured as a company in its own right to invest in stocks and other securities. OEIC shares do not trade on the London Stock Exchange.
UCITS	Is the European Commission's regulatory framework for managing and selling mutual funds. UCITS funds can be registered and sold in any country in the European Union using unified regulatory and investor protection requirements.
ETF	Is a type of investment that can be bought and sold on a stock exchange, similar to individual stocks. It's essentially a basket of investments, usually stocks and/or bonds, that collectively aim to track the performance of a specific index, like the FTSE 100. ETFs offer a way to diversify a portfolio and gain exposure to a wide range of assets, often at lower costs than individual investment.
Structured products	Are pre-packaged investments that normally include assets linked to interest plus one or more derivatives. They are generally tied to an index or basket of securities and are designed to facilitate highly customised risk-return objectives.

Investments products	Description
Discretionary management services	A form of investment management in which buy and sell decisions are made by a portfolio manager or investment counsellor for the client's account. The term "discretionary" refers to the fact that investment decisions are made at the portfolio manager's discretion.
Non-discretionary management services (including share dealing)	An investment strategy that gives investors the ability to make decisions on their own portfolios, leveraging the expertise and experience of a financial advisor.
Platforms	Are internet-based services used by intermediaries (and sometimes clients) to view and administer investments. They tend to offer a range of tools which allow advisers and clients to see and analyse portfolios. As well as arranging transactions, platforms arrange custody for clients' assets.
Crowdfunding	The practice of funding a project or venture by raising money from a large number of people who each contribute a relatively small amount, typically via the internet.
Peer to Peer	Lending money to an individual or a business at an interest rate through a specialist platform, typically a website, which connects lenders to borrowers.
Innovative Finance ISA	An Innovative Finance ISA (IFISA) – is a type of Individual Savings Account (ISA) that allows individuals to invest in peer-to-peer (P2P) loans and other innovative finance investments, with their earnings being tax-free. This means money can be loaned to individuals or businesses through online platforms, earning interest without paying income tax or capital gains tax on the returns.
EIS/SEIS	EIS (Enterprise Investment Scheme) investments – involve buying new shares in small, unquoted companies, offering investors tax reliefs on their investment. These reliefs can be significant, potentially reducing the overall cost of investment by up to 94%. The scheme aims to encourage investment in early-stage, potentially high-growth businesses. SEIS (Seed Enterprise Investment Scheme) – is a UK government initiative designed to encourage investment in early-stage, small businesses by offering tax reliefs to investors. It's essentially a way for the government to incentivise individuals to support startups and potentially boost economic growth.
FX	The trading of one nation's currency for another.
CFD	Is a financial instrument traders use to speculate on prices without owning the underlying asset.
Spread betting	Refers to speculating on the direction of a financial market without actually owning the underlying security. It involves placing a bet on the price movement of a security.
Derivatives	Contracts whose value is derived from an underlying asset, a group of assets, or a benchmark. They are used for various purposes, including hedging, speculation, and leverage. Common examples include futures, forwards, options, and swaps.

Investments products	Description
Overseas recognised schemes	A collective investment scheme (CIS) established outside the UK that has been granted recognition by the Financial Conduct Authority (FCA). This recognition allows the scheme to be marketed and offered to retail investors in the UK, essentially treating it as if it were a UK-based fund.
Other investment products/funds	Self-explanatory.

Investments complaint issue		Description
Advising, Selling and Arranging	Unsuitable Advice	Complaints relating to customer receiving misleading, unsuitable, or insufficient advice or guidance when purchasing an investment. This includes recommending products that do not meet the customer's needs, failing to disclose key risks, or providing advice that leads to financial harm.
	Unclear Guidance/Arrangement	Complaints where someone finds the instructions, rules, or processes they are following to be confusing, vague, or difficult to understand. This can lead to frustration, errors and potential consequences that could lead to consumer harm or misunderstandings.
Information, Sums/Charges or Product Performance	Disputes over Sums/Charges	Complaints relating to the costs of investments failing to provide the customer with fair value, including price of products, total amounts, and additional fees.
	Product Performance/Features	Complaints relating to instances where a product or service fails to deliver, operate, or perform in the way it has been advertised, including but not limited to: <ul style="list-style-type: none"> the product not including particular features as advertised the firm failing to operate the product in line with agreed SLAs.
	Product Disclosure Information	Complaints regarding the way a company discloses information about its products, including areas such as labelling, warnings, or instructions. This can cover issues such as missing information, unclear language, or inaccurate details that could lead to consumer harm or misunderstandings.

Investments complaint issue		Description
General Admin/ Customer Service	Errors/Not Following Instructions	Complaints where the firm has failed to follow instructions from the customer and/or made errors in their provision, delivery or management of the investment product. Including, but not limited to: <ul style="list-style-type: none"> • actioning changes requested to an investment product incorrectly • updating customer details incorrectly • failing to action requested changes • any errors identified by the customer when engaging with the investment product
	Delays/Timescales	Complaints where the firm has failed to deliver a product or service in line with agreed SLAs, including but not limited to: <ul style="list-style-type: none"> • slow processing to change or amend a product following a customer request • unreasonably slow timescale set for when an action or request will be completed by the firm
	Other General Admin/Customer Service	Complaints relating to general issues with the firms administration or service provided on an investment product, where this is not clearly captured by other categories.

Payment Services products	Description
Direct debits	A payment service for debiting the payer's payment account where a payment transaction is initiated by the payee on the basis of consent given by the payer to the payee, to the payee's payment service provider or to the payer's own payment service provider.
Standing orders	Pre-authorised instructions from a customer to a bank/payment service provider to make regular, fixed payments to a designated recipient on specific dates.
Pre-paid cards and e-money payments	Monetary value as represented by a claim on the issuer which is: <ul style="list-style-type: none"> • stored electronically, including magnetically; • issued on receipt of funds; • used for the purposes of making payment transactions (as defined in regulation 2 of the Payment Services Regulations); • accepted as a means of payment by persons other than the issuer; and • is not otherwise excluded by the Electronic Money Regulations.
Credit cards	A payment card that allows the cardholder to make purchases or cash withdrawals on credit, up to a pre-agreed limit.
Credit transfer – BACS	A transfer of funds from one account to another using the Banker's Automated Clearing Services (BACS) payment system.
Credit transfer – CHAPS	A transfer of funds from one account to another using the Clearing House Automated Payment System (CHAPS).

Payment Services products	Description
Credit transfer – FPS	A transfer of funds from one account to another using the Faster Payments System.
Credit transfer – International	A cross-border transfer of funds involving a UK account.
Credit transfer – SEPA	A transfer of funds from one account to another within the Single Euro Payments Area (SEPA) using the SEPA Credit Transfer Scheme.
Credit transfer – ‘On us’	A transfer of funds from one account to another where both accounts are held with the same payment service provider.
Money remittance	A service for the transmission of money (or any representation of monetary value), without any payment accounts being created in the name of the payer or the payee, where: (a) funds are received from a payer for the sole purpose of transferring a corresponding amount to a payee or to another payment service provider acting on behalf of the payee; or (b) funds are received on behalf of, and made available to, the payee.
Debit cards/cash cards	A payment card that allows access to funds held in the cardholder’s payment account.
Payment initiation services – Single immediate payments	An online service to initiate a single payment order at the request of the payment service user with respect to a payment account held at another payment service provider.
Payment initiation services – Variable recurring payments (sweeping)	A form of open banking payments that allows a payment service user to set up automated recurring transfers of funds between their own accounts, with the flexibility for the payment amounts or timing to vary.
Payment initiation services – Variable recurring payments (non-sweeping)	A form of open banking payment that allows a payment service user to set up automated payments to a third party, with flexibility for the payment amounts or timing to vary.
Account information services	An online service to provide consolidated information on one or more payment accounts held by the payment service user with another payment service provider or with more than one payment service provider, and includes such a service whether information is provided:(a) in its original form or after processing;(b) only to the payment service user or to the payment service user and to another person in accordance with the payment service user’s instructions.
ATM withdrawals	The process of taking out cash from a bank account using an automated teller machine (ATM), typically with a debit or cash card and a PIN.
Merchant acquiring	A payment service provided by a payment service provider contracting with a payee to accept and process payment transactions which result in a transfer of funds to the payee.
E-money (issuing/distributing/redeeming)	Issuing, distributing or redeeming ‘electronic money’ as defined in regulation 2 of the Electronic Money Regulations 2011.
Other payment service	Self-explanatory.

Payment Services complaint issue	Description
Account access – operational disruption (including IT issues)	Access to bank or payment service account has been affected due to operational disruption, resulting in certain functions not working properly.
Account access – customer due diligence checks and/or application declined	Restricted or denied access to a bank or payment account due to identity verification processes (customer due diligence) or because the account application did not meet the bank/payment service provider's requirements and was declined.
Account access – app functionality issues	Access to bank or payment service account has been affected due to technical issues with the App, resulting in certain functions not working properly.
Payment delays – operational disruptions (including IT issues)	A slowdown in processing payments caused by technical issues, including for example system outages, or other internal disruptions.
Payment delays – customer due diligence checks	A delay in processing payments due to mandatory identity verification checks.
Account closures/ terminations	The termination of a bank or payment account, usually initiated by the account holder or the provider.
Account Operation – Blocks and Suspensions	Accounts that are temporarily or permanently restricted from allowing access to funds or transactions to be processed.
Administration or customer service	A support function provided by businesses or service providers to assist customers for example with inquiries, issues, or complaints.
Chargebacks	A transaction reversal initiated by a bank or card issuer, typically due to a dispute between the customer and merchant, such as fraud, unauthorised charges, or unmet product/service expectations.
Charges, Fees and Commission	Fees imposed by a bank/payment service provider for various services or account activities, such as monthly maintenance, overdrafts, ATM withdrawals, wire transfers, or insufficient funds.
Continuous payment authorities – cancellation issues and disputed payments	Where a payment service user authorises a payee to regularly take payments from their debit or credit card, and their card issuer makes it difficult to cancel the continuous payment authority or resolve disputed payments to the payment service user's satisfaction.
Digital wallets – card/ account takeover fraud	Where a fraudster gains unauthorised access to someone's digital wallet account, often to steal funds or personal information. A digital wallet is an electronic device that stores a person's payment card details in one location.
Fraud – authorised push payments (APP) – 'On Us'	<p>A transfer of funds by person A to person B (other than a transfer initiated by or through person B) made between A and B's payment accounts held with same payment service provider, and:</p> <ol style="list-style-type: none"> 1. A intended to transfer the funds to a person other than B but was instead deceived into transferring the funds to B; or 2. A transferred funds to B for what they believed were legitimate purposes but which were in fact fraudulent.

Payment Services complaint issue	Description
Fraud – authorised push payments (APP) – FPS	<p>A transfer of funds by person A to person B (other than a transfer initiated by or through person B) made through the Faster Payments System, and:</p> <ol style="list-style-type: none"> 1. A intended to transfer the funds to a person other than B but was instead deceived into transferring the funds to B; or 2. A transferred funds to B for what they believed were legitimate purposes but which were in fact fraudulent.
Fraud – authorised push payments (APP) – CHAPS	<p>A transfer of funds by person A to person B (other than a transfer initiated by or through person B) made through the Clearing House Automated Payments System, and:</p> <ol style="list-style-type: none"> 1. A intended to transfer the funds to a person other than B but was instead deceived into transferring the funds to B; or 2. A transferred funds to B for what they believed were legitimate purposes but which were in fact fraudulent.
Fraud – authorised push payments (APP) – international payments	<p>A transfer of funds by person A to person B (other than a transfer initiated by or through person B) made through an international payment, and:</p> <ol style="list-style-type: none"> 1. A intended to transfer the funds to a person other than B but was instead deceived into transferring the funds to B; or 2. A transferred funds to B for what they believed were legitimate purposes but which were in fact fraudulent.
Fraud – authorised push payments (APP) – open banking	<p>A transfer of funds by person A to person B (other than a transfer initiated by or through person B) made through an open banking payment, and:</p> <ol style="list-style-type: none"> 1. A intended to transfer the funds to a person other than B but was instead deceived into transferring the funds to B; or 2. A transferred funds to B for what they believed were legitimate purposes but which were in fact fraudulent.
Fraud – unauthorised payments	Payment transactions made without the account holder's consent as a result of fraud or theft.
Fraud – payment initiation services	Open banking payment transactions made as a result of fraud.
Fraud – other	Any other type of fraud.
Inaccurate customer data	Customer information that is incorrect, outdated, or incomplete.
Incorrect credit records	Mistakes or inaccuracies in a person's credit report, such as wrong personal details, payments marked as late when they weren't, or debts that don't belong to them.
Misuse of customer data	Payment service providers using a customer's personal or financial information in ways the customer didn't agree to.
Breach of customer data – open banking	Where customer information, such as personal, financial, or account details, is accessed or disclosed without customer authorisation.
Breach of customer data – excluding open banking	Where sensitive customer information, such as personal, financial, or account details, is accessed, disclosed, or stolen without authorisation.

Payment Services complaint issue	Description
Account information services disruption – operational disruption (including IT issues)	An inability to view or manage account details, make transactions, or use related services because of technical problems or system outages within the bank or service provider's IT infrastructure.
Account information services disruption – customer due diligence checks	A delay or disruption in accessing account information services due to ongoing customer due diligence (CDD) checks, which may involve verifying identity or assessing financial risk.
Payment initiation services disruption – operational disruption (including IT issues)	A temporary failure or delay in initiating payments through a payment initiation service caused by technical problems or system outages.
Payment initiation services disruption – customer due diligence checks	A delay or blockage in initiating payments through a payment initiation service due to ongoing customer due diligence (CDD) checks.
Disputed transactions – card payments	Transactions that a cardholder contests, sometimes due to reasons such as fraud, unauthorised charges, or dissatisfaction with the goods or services received.
Disputed transactions – payment initiation services	Transactions that a payment service user contests where the payment was initiated by a third-party provider through open banking. Disputes are sometimes raised due to reasons such as fraud, unauthorised charges, or dissatisfaction with the goods or services received.
Disputed transactions – other payment types	When a payment service user challenges a payment made from their account using other types of payment method, often due to suspected fraud, errors, or dissatisfaction with goods or services.
Misleading/unclear information on open banking services	Where consumers do not fully understand how their open banking services work, what data is shared, or who has access to their financial information. This can be due to a lack of transparency, poor communication, or complex terms and conditions.
Misleading/unclear financial promotions	Advertisements or other information about financial products or services that give a false impression or miss key information. They may overstate benefits, hide risks, or use confusing language, leading consumers to make decisions without fully understanding what they're signing up for.
Misleading/unclear customer contracts or terms and conditions	Agreements that are difficult to understand, overly complex, or written in a way that hides important information. They can mislead customers about their rights, fees, or obligations, making it hard to make informed decisions.
Misleading/unclear pricing for FX remittance services	Advertisements or other information about a foreign currency remittance product that gives a false impression or misses key information about fees and charges, leading consumers to make decisions without fully understanding the cost of the product.
Services provided by agents and distributors	Third parties that to offer payment services or distribute or redeem electronic money on behalf of authorised or registered principal firms.

CMCs complaint issue	Description
Customer sourcing and/or marketing	This should include complaints about the initial onboarding, such as lead generation activities, cold-calling, and marketing. Complaints relating solely to the handling of customer data should be recorded in the customer data column.
Obtaining and/or sharing customer data	This should include all complaints about consent or handling of customers' data.
Claim administration	This should include all complaints about the administration and management of the claim(s), including delays, updates, and terminations.
Claim outcome	This should include all complaints about the outcome of the claim(s).
Client money handling	This should include any complaints about the handling of client money, including delays or errors in making the payment to the customer.
Upfront fees	All complaints about any upfront fee taken should be recorded here.
Fees in excess of claims management fee cap	This should include all complaints where the customer has alleged the fee cap has been breached.
Fee dispute or payment difficulties	This should include all disputes about the fees payable, including settlement, cancellation and termination, or where the customer has complained about forbearance measures when in financial difficulty.
Customer service	This should include any complaints about the support provided to the customer during the lifecycle of their claim(s), including call handling and other communication channels.
Misleading information or advice	This should include all complaints where the customer has alleged they were misled (either directly or through financial promotions) about the service provided, success rates, or the advice given in respect of their claim.

Consumer Credit lending products		Description		
Lending for the purpose of business		<p>Lending activity in relation to agreements for where the borrower entered into the agreement wholly or predominantly for the purpose of business carried on, or intended to be carried on, by the borrower.</p> <p>This should include such agreements for both</p> <ul style="list-style-type: none"> • <i>consumer credit lending</i> activity where the borrower is a natural person or relevant recipient of credit, and • any other lending activity within the FOS' Compulsory Jurisdiction where the borrower is an <i>eligible complainant</i>. <p>No complaints counted against this product should be included in the breakdown of lending products below.</p>		
Lending – fixed-sum credit	Finance for motor vehicles	Consumer credit lending activity in relation to:	regulated credit agreements under which the facility is fixed-sum credit and:	are <i>borrower-lender-supplier agreements</i> to finance transactions to purchase motor vehicles. A motor vehicle means a wheeled, mechanically propelled vehicle intended or adapted for use on roads.
	Finance for insurance premiums			are <i>borrower-lender-supplier agreements</i> to finance premiums for general insurance contracts. This should include <i>regulated credit agreements</i> under which the facility is <i>running-account credit</i> the main purpose of which is to allow the <i>borrower(s)</i> to finance periodic premiums for general insurance contracts or fees.
	RTO agreements			which meet the criteria of an RTO agreement as set out in CONC 5B.7.1R(7). Note that, while similar, this is not the same as the criteria for a <i>rent-to-own agreement</i> .
	Other finance for goods or services			are <i>borrower-lender-supplier agreements</i> to finance transactions to purchase goods or services, which are not one of the specified options above.
	Home credit loan agreements			which meet the criteria of a <i>home credit loan agreement</i> .
	High-cost short-term credit			which meet the criteria of <i>high-cost short-term credit</i> .
	Pawn agreements			for which the <i>lender</i> takes any article in pawn.
	Bill of sale loan agreements			which meet the criteria of a <i>bill of sale loan agreement</i> . This includes most logbook loans.
	Guarantor loans			are <i>borrower-lender agreements</i> under which a person other than the <i>borrower(s)</i> has provided a guarantee or an indemnity (or both) in relation to the <i>regulated credit agreement</i> , and which are not one of the specified options above.
	Other cash loans			are <i>borrower-lender agreements</i> which are not one of the specified options above.

Consumer Credit lending products		Description		
Lending – running-account credit	Running-account credit linked to a payment network (including credit cards)	Consumer credit lending activity in relation to:	regulated credit agreements under which the facility is running-account credit and:	have facilities which allow drawdowns for transactions with any <i>person</i> in a payment network, such as <i>Mastercard</i> and <i>Visa</i> . This includes credit cards. This should include <i>regulated credit agreements</i> which also allow other types of drawdowns. This should include <i>regulated credit agreements</i> which have a brand associated with a particular <i>supplier(s)</i> , or promotions in relation to a specific <i>supplier(s)</i> , but the facilities allow drawdowns with any <i>person</i> in a payment network.
	Retail revolving credit			which meet the criteria of retail <i>revolving credit</i> .
	Running-account credit for money transfers only			which only allow drawdowns to transfer money to a bank account or an <i>electronic money</i> account.
	Other running-account credit			which is not one of the specified options above and is not an overdraft.
Lending – indeterminate	Debt purchase		regulated credit agreements for which	the reporting <i>firm</i> was not the lender who entered into the <i>regulated credit agreement</i> .
	Other indeterminate			the reporting <i>firm</i> cannot determine to be one of the specified options above.
Consumer hire	Consumer hire of motor vehicles	Consumer hiring activity in relation to:	motor vehicles. A motor vehicle means a wheeled, mechanically propelled vehicle intended or adapted for use on roads.	
	Consumer hire of other goods		goods other than motor vehicles.	
Credit broking		Credit broking activity.		
Debt adjusting and debt counselling		Debt management activity.		
Debt collecting and debt administration		Debt collecting and debt administration activity.		
Providing credit information services		Providing credit references activity.		

Consumer Credit lending products	Description
Providing credit references	<i>Providing credit information services activity.</i>
Operating an electronic system in relation to lending	<i>Operating an electronic system in relation to lending activity, but only insofar as it relates to a borrower or prospective borrower under a P2P agreement.</i> <i>Complaints relating to operating an electronic system in relation to lending activity, insofar as they relate to a lender or prospective lender under a P2P agreement, should be reported against the 'Crowdfunding/Peer to Peer' Product/Service in the 'Investments' section of DISP 1 part of this data item.</i>

Summary of changes

Complaint Return name	Consultation Paper (prototype)	Policy Statement	Updated, New, or Removed?
Disp 1 Ann IR	Commercial Vehicle Insurance	Commercial Vehicle or Fleet Insurance	Updated
Disp 1 Ann IR		Cyber Insurance -Personal	New
Disp 1 Ann IR		Cyber Insurance – Commercial	New
Disp 1 Ann IR	Healthcare Cash Plan	Healthcare Cash Plan – Individual	Updated
Disp 1 Ann IR		Healthcare Cash Plan – Group	New
Disp 1 Ann IR	Car or Motorcycle Insurance (Personal Lines)	Motor Insurance	Updated
Disp 1 Ann 1R		Motor Warranties	New
Disp 1 Ann 1R		Motorcycle Insurance	New
Disp 1 Ann 1R	Private Medical or Dental Insurance	Private Medical or Dental Insurance – Individual	Updated
Disp 1 Ann 1R		Private Medical or Dental Insurance – Group	New
Disp 1 Ann 1R		Offshore Investment Bonds	New
Disp 1 Ann 1R		Onshore Investment Bonds	New
Disp 1 Ann 1R	LISA/Help to Buy ISA		Removed
Disp 1 Ann 1R	JISA/CTF		Removed
CCR		Lending for the purpose of business	New
PS-Complaints		Credit transfer – International	New

Complaint Return name(s)	Consultation Paper (prototype)	Policy Statement	Updated, New, or Removed?
Disp 1 Ann 1R & CCR		Complaints opened that relate to a firm's failure to consider or respond appropriately to a consumer's vulnerability	New
Disp 1 Ann 1R & CCR		Complaints closed that relate to a firm's failure to consider or respond appropriately to a consumer's vulnerability	New
Disp 1 Ann 1R & CCR	Complaints Open by Consumer identified as Vulnerable	Complaints opened by consumers identified as vulnerable	Updated
Disp 1 Ann 1R & CCRCCR	Complaints Closed by Consumer identified as Vulnerable	Complaints closed by consumers identified as vulnerable	Updated
Disp 1 Ann 1R	Product Performance/Features	Product Features or Performance	Updated
Disp 1 Ann 1R	Product Disclosure Information	Product Information Disclosure	Updated
FPR-Complaints	Main cause of complaint > Unsuitable advice	Pre-redemption > Main Cause of Complaint > Unsuitable Advice	Updated
FPR-Complaints	Main Cause of Complaint > Dispute Over Fees/ Charges	Pre-redemption > Main Cause of Complaint > Dispute Over Fees/Charges	Updated
FPR-Complaints	Main Cause of Complaint > Not Carrying Out Instructions	Pre-redemption > Main Cause of Complaint > Not Carrying Out Instructions	Updated
FPR-Complaints	Main Cause of Complaint > Delays	Pre-redemption > Main Cause of Complaint > Delays	Updated
FPR-Complaints	Main Cause of Complaint > Customer Service	Pre-redemption > Main Cause of Complaint > Customer Service	Updated
FPR-Complaints	Main Cause of Complaint > Funeral Service – delivery		Removed
FPR-Complaints	Main Cause of Complaint > Other	Pre-redemption > Main Cause of Complaint > Other	Updated
FPR-Complaints		Post-redemption > Main Cause of Complaint > Unsuitable Advice	New
FPR-Complaints		Post-redemption > Main Cause of Complaint > Dispute of Fees/Charges	New

Complaint Return name(s)	Consultation Paper (prototype)	Policy Statement	Updated, New, or Removed?
FPR-Complaints		Post-redemption > Main Cause of Complaint > Not Carrying Out Instructions	New
FPR-Complaints		Post-redemption > Main Cause of Complaint > Delays	New
FPR-Complaints		Post-redemption > Main Cause of Complaint > Customer Service	New
FPR-Complaints		Post-redemption > Main Cause of Complaint > Funeral Service – delay	New
FPR-Complaints		Post-redemption > Main Cause of Complaint > Other	New
PS-Complaints		Complaints by Complaints Issue Type > Account access – app functionality issues	New
PS-Complaints		Complaints by Complaints Issue Type > Inaccurate customer data	New

Complaint type Consumer Duty mapping

Banking and Savings

Products and Services				Price and Value	Consumer Support				Consumer Understanding
Access to Product (including temporary restrictions)	Irresponsibility of Lending and/or Unaffordability of Product	Mis-sale	Product Features or Performance	Price, Sums, Fess, and Charges	Errors/Not Following Instructions	Delays/ Timescales	Financial Difficulties	General administration and customer support during product life	Information Provision or Contents

Mortgages and Home Finance

Products and Services			Price and Value	Consumer Support				Consumer Understanding
Product Features or Performance	Advising, selling and arranging – inappropriate advice	Advising, selling and arranging – other issues during application stage	Price, Sums, Fees, and Chargers	General administration and customer support during product life – errors/ not following instructions	General administration and customer support during product life – delays/timescales	General administration and customer support during product life	Financial difficulties	Information Provision or Content

General Insurance & Pure Protection

Products and Services		Consumer Understanding	Consumer Support	Products and Services	Price and Value		Consumer Support	
Advising, Selling, Arranging and Renewing			Product Performance, General Admin and Customer Services				Claims (to only be completed by insurers)	
Unsuitable Advice	Misselling/ Non-Disclosure/ Misrepresentation	Product Information Disclosure	Customer Service and Policy Administration	Produce Performance/ Features	Product Fair Value	Fees and Charges	Claims Handling and Delays	Claim Outcome

Retirement savings & Decumulation

Products and Services		Price and Value	Products and Services	Consumer Understanding	Consumer Support			
Advising , Selling, and Arranging		Information, Sums/Charges or Product Performance			General Admin/Customer Service			Arrears Related
Unsuitable Advice	Unclear Guidance/ Arrangement	Disputes over Sums/Charges	Product Performance/ Features	Product Disclosure Information	Errors/Not Following Instructions	Delays/ Timescales	Other General Admin/Customer Service	Arrears Related

Investments

Products and Services		Price and Value	Products and Services	Consumer Understanding	Consumer Support		
Advising, Selling and Arranging		Information, Sums/Charges or Product Performance			General Admin/Customer Service		
Unsuitable Advice	Unclear Guidance/Arrangement	Disputes over Sums/Charges	Product Performance/Features	Product Disclosure Information	Errors/Not Following Instructions	Delays/Timescales	Other General Admin/Customer Service

Payments

Products and Services	Price and Value	Consumer Understanding	Consumer Support		
Services provided by agents and distributors	Charges, Fees and Commission	Misleading/unclear information on open banking services	Inaccurate customer data	Account access – operational disruption (including IT issues)	Digital wallets – card/ account takeover fraud
Account Operation – Blocks and Suspensions		Misleading/ unclear financial promotions	Misuse of customer data	Account access – app functionality issues	Fraud – authorised push payments (APP) – ‘On Us’
Incorrect credit records		Misleading/unclear customer contracts or terms and conditions	Breach of customer data – open banking	Account access – customer due diligence checks and/or application declined	Fraud – authorised push payments (APP) – Chaps
		Misleading/ unclear pricing for FX remittance services	Breach of customer data – excluding open banking	Payment delays – customer due diligence checks	Fraud – authorised push payments (APP) – international payments
			Account information services disruption – customer due diligence checks	Payment delays – operational disruptions (including IT issues)	Fraud – authorised push payments (APP) – open banking
			Account information services disruption – operational disruption (including IT issues)	Chargebacks	Fraud – authorised push payments (APP) – FPS

Products and Services	Price and Value	Consumer Understanding	Consumer Support		
			Payment initiation services disruption – customer due diligence checks	Account closures/ terminations	Fraud – unauthorised payments
			Payment initiation services disruption – operational disruption (including IT issues)	Administration or customer service	Fraud – payment initiation services
			Disputed transactions – card payments	Continuous payment authorities – cancellation issues and disputed payments	Fraud – other
			Disputed transactions – payment initiation services	Disputed transactions – other payment types	

Funeral Plans

Products and Services	Price and Value	Consumer Support		Consumer Understanding	
Unsuitable Advice	Disputes Over Fees/Charges	Customer Service	Delays	Not carrying out instructions	Funeral Service – delivery

Consumer Credit Lending

Price and Value	Products and Services	Consumer Understanding	Products and Services			Consumer Support				
Product Design		Produce Sale				Product Performance, General Administration and Customer Support				
Price, Sums, Fees, and Charges	Other Product Design	Information Provision or Content (including commission)	Irresponsibility of Lending and/or Unaffordability of Product	Suitability of Product	Other Product Sale	Access to Product (including Temporary Restrictions)	Return of Goods	Section 75 CCA Claims	Financial Difficulties	Other Product Performance, General Administration and Customer Support

Claims Management Companies

Products and Services					Price and Value			Consumer Support	Consumer Understanding
Customer sourcing and/or marketing	Obtaining and/or sharing customer data	Claim administration	Claim outcome	Client money handling	Upfront fees	Fees in excess of claims management fee cap	Fee dispute or payment difficulties	Customer service	Misleading information or advice

Annex 3

Cost Benefit Analysis (CBA)

1. The Financial Services and Markets Act (2000) requires us to publish a cost benefit analysis (CBA) of our final rules. Specifically, section 138I defines a CBA as being 'an analysis of the costs, together with an analysis of the benefits that will arise if proposed rules are made'.
2. In CP25/13, we carried out a CBA of our proposals to update the FCA's complaints reporting systems, considering both direct and indirect impacts on affected firms and consumers. In this chapter, we summarise the feedback we received from stakeholders on our CBA and set out our response.

Consultation Feedback on Cost Estimates

3. We received limited feedback on our CBA from stakeholders. The feedback centered on respondents' comments that we had underestimated the costs of our proposals, noting particularly that they expected to incur substantively higher costs associated with IT system changes, testing, and integration requirements.
4. We carried out further engagement with several of these firms to gather further evidence to inform our response to this feedback.

Our Response

5. Further to this engagement, we have revisited our methodology and underlying assumptions for calculating IT costs. We have revised our IT cost estimates upwards for large and medium sized firms, to provide a more accurate reflection of the likely financial impact on affected firms.
6. Our estimates of IT costs incurred by small firms remain unchanged from CP25/13. Notably, no respondents to the consultation challenged our assumptions or figures for small firms, which gives us confidence that our current estimate remains appropriate and proportionate for this segment.
7. In CP 25/13 we set out the number of firms we anticipate will be affected by our proposals. These remain unchanged and are set out in Table 1 below (note that the percentages do not sum to 100% due to rounding).

Table 1: Number of firms impacted by our proposals

Firm size	Number of firms	Percentage of firms
Large	200	1%
Medium	1,300	6%
Small	22,200	94%
Total	23,600	100%

8. To calculate our revised IT costs, we have assumed, on average, it takes 45 person days (1 person day is the cost of one person working for 1 day) for both medium and large firms to make the required IT changes. We then take the daily salary for each of the various staff members involved in IT changes and multiply this number by the total number of days each member is involved in the project.

Table 2: Underlying assumptions for IT cost estimates

Firm size	Large	Medium	Small
Total person-days across IT project team	45	45	5
Average cost per person-day of IT project team time	£500	£470	£300

9. Based on this revised approach, we estimate the one-off IT costs for large firms to be £21,000, and £19,000 for medium firms. The one-off IT costs for small firms were previously estimated at £2,000.
10. We note that costs may vary depending on individual firm circumstances, and that some firms may experience higher costs due to their specific operating models. However, we are confident that our revised estimates are broadly reflective of the costs we expect most firms to incur.
11. As a direct consequence of revising our IT cost estimates in response to consultation feedback, the overall one-off costs to firms resulting from this intervention have increased from £49.2m to £66.4m.
12. While we have revised our IT cost estimates upwards in response to stakeholder feedback, we remain of the view that our proposals are proportionate. In reaching this conclusion, we have carefully balanced the anticipated costs to firms with the expected benefits to consumers and the wider market.
13. When conducting our proportionality assessment following the revision of our cost estimates, it is essential to also consider the qualitative benefits that, while not readily quantifiable, are expected to arise from these proposals. The new complaints reporting process will deliver better quality, more consistent, and more comparable data, enabling earlier identification of consumer harm and more effective regulatory oversight. This will support improved consumer protection, greater transparency, and enhanced market integrity. Firms will also benefit from clearer reporting requirements, reduced duplication, and more meaningful use of complaints data to drive internal improvements.

- 14.** This is why, even after revising our cost estimates, we consider the benefits of the new complaints reporting process to still outweigh the costs.
- 15.** Following an internal review of the implementation and ongoing management of the new complaints reporting process, we have also estimated the total costs to the FCA to be £1.86m. This figure reflects anticipated expenditure on system development and implementation costs.
- 16.** We have therefore updated our overall calculation of the Equivalent Annual Net Direct Cost to Business (EANDCB). The EANDCB is a measure used to estimate the annualised cost to businesses of complying with new regulatory requirements, considering both one-off and ongoing costs. This update includes both revisions to firm IT costs and the FCA costs. We include FCA costs in our EANDCB as the FCA is funded by an industry levy and therefore we consider FCA costs as being a direct cost to business.
- 17.** We now estimate the EANDCB to be £6m, up from £3.8m in CP25/13.

Annex 4

Abbreviations used in this paper

Abbreviation	Description
ABI	Association of British Insurers
AMPS	Association of Member Directed Pension Schemes
APP	Authorised Push Payments
AR	Appointed Representative(s)
ARD	Accounting Reference Date
ATM	Automated Teller Machine
BACS	Banker's Automated Clearing Services
BBA	Basic Bank Account
BIBA	British Insurance Brokers' Association
BVRLA	British Vehicle Rental & Leasing Association
CBA	Cost Benefit Analysis
CCR	Consumer Credit Return
CCTA	Consumer Credit Trade Association
CDD	Customer Due Diligence
CHAPS	Clearing House Automated Payment System
CIS	Collective Investment Scheme
CMC(s)	Claims Management Companies
CP	Consultation Paper
CTF	Child Trust Fund
DB	Defined Benefit

Abbreviation	Description
DC	Defined Contribution
DISP	Dispute Resolution
DMO	UK Debt Management Office
EANDCB	Equivalent Annual Net Direct Cost to Business
EIS	Enterprise Investment Scheme
FCA	Financial Conduct Authority
FP	Funeral Plan
FPR	Funeral Plan Return
FPS	Faster Payments System
FRN	Firm Reference Number
FSMA	Financial Services and Markets Act 2000
ISA	Individual Savings Account
IT	Information Technology
LSE	London Stock Exchange
MIP	Maximum Investment Plan
PAR	Payment Account Regulations 2015
PCLS	Pension Commencement Lump Sum
PEP	Personal Equity Plan
PIMFA	Personal Investment Management and Financial Advice Association
PS	Policy Statement
PSD	Payment Services Directive
PSR	Electronic Money and Payment Services Return
QROPS	Qualifying Recognised Overseas Pension Scheme
RTO	Rent to Own

Abbreviation	Description
SEIS	Seed Enterprise Investment Scheme
SEPA	Single Euro Payments Area
SLA	Service Level Agreement
SMF	Senior Management Function
UFPLS	Uncrystallised funds pension lump sums
UL	Unit-linked

Appendix 1

Made rules (legal instrument)

COMPLAINTS REPORTING INSTRUMENT 2025

Powers exercised

- A. The Financial Conduct Authority (“the FCA”) makes this instrument in the exercise of the following powers and related provisions in the Financial Services and Markets Act 2000 (“the Act”):
- (1) section 137A (The FCA’s general rules);
 - (2) section 137T (General supplementary powers); and
 - (3) section 139A (Power of the FCA to give guidance).
- B. The rule-making provisions listed above are specified for the purposes of section 138G(2) (Rule-making instruments) of the Act.

Commencement

- C. Annex A and Part 1 and 3 of Annex B of this instrument comes into force on 31 December 2026.
- D. Part 2 of Annex B of this instrument comes into force on 7 April 2026.

Amendments to the Handbook

- D. The Supervision manual (SUP) is amended in accordance with Annex A to this instrument.
- E. The Dispute Resolution: Complaints sourcebook (DISP) is amended in accordance with Annex B to this instrument.

Notes

- F. In the Annexes to this instrument, the notes (indicated by “*Editor’s note:*”) are included for the convenience of readers but do not form part of the legislative text.

Citation

- G. This instrument may be cited as the Complaints Reporting Instrument 2025.

By order of the Board
27 November 2025

Annex A

Amendments to the Supervision manual (SUP)

In this Annex, underlining indicates new text and striking through indicates deleted text.

16 **Reporting requirements**

...

16.27 **General insurance value measures reporting**

...

Definitions

- 16.27.6 R In this section and *SUP* 16 Annex 48R, *SUP* 16 Annex 48AR and *SUP* 16 Annex 48BG:

...	
“claims complaints” means	complaints of a type that are reported in column O of the <i>DISP</i> 1 Annex 1R Table 4 or would have been reported if the threshold of 500 opened complaints was disregarded as <u>“claims handling and delays” or “claim outcome” under <i>DISP</i> 1 Annex 1.2R.</u>
...	

...

Annex B

Amendments to the Dispute Resolution: Complaints sourcebook (DISP)

In this Annex, underlining indicates new text and striking through indicates deleted text, unless stated otherwise.

Part 1: Comes into force on 31 December 2026.

1 Treating complainants fairly

...

1.10 Complaints reporting rules

- 1.10.1 R (1) ~~Unless (2) applies, twice~~ Twice a year a *firm* must provide the *FCA* with a complete report concerning *complaints* received from *eligible complainants*.
- (1A) Reports are to be submitted to the *FCA* within 30 business days of the end of the relevant reporting periods through, and in the electronic format specified in, the *FCA* Complaints Reporting System or the appropriate section of the *FCA* website.
- (2) ~~If a *firm*:~~ [deleted]
- (a) ~~has permission to carry on only credit related regulated activities or operating an electronic system in relation to lending and has revenue arising from those activities that is less than or equal to £5,000,000 a year; or~~
- (b) ~~has permission to carry on only:~~
- (i) ~~regulated claims management activities; or~~
- (ii) ~~regulated funeral plan activities;~~
- ~~the *firm* must provide the *FCA* with a complete report concerning complaints received from eligible complainants once a year.~~
- (3) ~~The report required by (1) and (2) must be set out in the format in:~~ [deleted]
- (a) ~~*DISP* 1 Annex 1R, in respect of complaints which do not relate to regulated claims management activity or any activity ancillary to regulated claims management activity;~~
- (b) ~~*DISP* 1 Annex 1ABR, in respect of complaints relating to regulated claims management activity or any activity ancillary to regulated claims management activity; and~~

(e) ~~DISP 1 Annex 1ACR, in respect of complaints relating to regulated funeral plan activities.~~

(4) Paragraphs (1) and (2) (1A) do not apply to a *firm* with only a *limited permission* unless that *firm* is a *not-for-profit debt advice body* that at any point in the last 12 months has held £1 million or more in *client money* or as the case may be, projects that it will hold £1 million or more in *client money* in the next 12 months.

1.10.1-A G A *firm* with only a *limited permission* to whom DISP 1.10.1R(1) and (2) (1A) do not apply is required to submit information to the FCA about the number of complaints it has received in relation to credit-related activities under the reporting requirements in SUP 16.12 (see, in particular, data item CCR007 in SUP 16.12.29CR). A *firm* with *limited permission* to whom DISP 1.10.1R(1) and (2) (1A) do not apply is also subject to the complaints data publication rules in DISP 1.10A.

...

Joint reports

1.10.1C R ~~Firms that are part of a group may submit a joint report to the FCA. The joint report must contain the information required from all firms concerned and clearly indicate the firms on whose behalf the report is submitted. The requirement to provide a report, and the responsibility for the report, remains with each firm in the group. [deleted]~~

1.10.1D G ~~Not all the firms in the group need to submit the report jointly. Firms should only consider submitting a joint report if it is logical to do so, for example, where the firms have a common central complaints handling team, the same accounting reference date and are all subject to the same reporting frequencies and submission deadlines. [deleted]~~

Information requirements – all returns

1.10.1E R The report required in DISP 1.10.1R(1) must include (for the relevant reporting period set out in DISP 1.10.4R):

- (1) information about whether a firm intends to file a nil return where there have been no complaints received during the reporting period and no complaints were outstanding;
- (2) information about whether a firm consents to the FCA publishing the complaints data and contextual information contained in the firm's report, as required under DISP 1.10A, prior to the firm's own publication, and whether this data and information accurately reflects what will be published by the firm under DISP 1.10A;
- (3) the numbers of complaints opened and closed, together with details of redress paid. A firm should provide the information set out in the

following categories, and return specific categories set out in *DISP* 1.10.1FR to 1.10.1JR as relevant:

- (a) complaints closed within 3 days;
 - (b) complaints closed within 8 weeks but after 3 days;
 - (c) complaints closed after 8 weeks;
 - (d) complaints open after more than 8 weeks;
 - (e) total complaints closed;
 - (f) total complaints upheld;
 - (g) total redress paid for upheld complaints;
 - (h) total redress paid for complaints not upheld;
 - (i) highest redress paid; and
 - (j) total redress paid; and
- (4) further information, as set out at *DISP* 1.10.1FR to *DISP* 1.10.1JR where the *firm* holds the relevant *permissions* set out therein.

Information requirements – general return

1.10.1F R Where a *firm* does not fall into any of the categories set out in *DISP* 1.10.1GR to 1.10.1JR, the report required in *DISP* 1.10.1R(1) must include:

- (1) the number of *complaints* received, broken down by the focus of the *complaint*, as set out in *DISP* 1 Annex 1.2R, and the service provided, as detailed in *DISP* 1 Annex 1.3R;
- (2) *complaint* outcomes during the reporting period, broken down by the service provided, as detailed in *DISP* 1 Annex 1.3R, in the categories set out at *DISP* 1.10.1ER(3), together with the following further categories:
 - (a) *complaints* closed by *consumers* who are identified as vulnerable;
 - (b) *complaints* opened by *consumers* who are identified as vulnerable;
 - (c) *complaints* closed that relate to the *firm's* failure to consider or respond appropriately to a *consumer's* vulnerability;
 - (d) *complaints* opened that relate to the *firm's* failure to consider or respond appropriately to a *consumer's* vulnerability; and

- (e) total *complaints* outstanding at the reporting period start date; and
- (3) if applicable, contextualisation data, broken down by the sector and service provided, as detailed in *DISP* 1 Annex 1.3R, and the contextualisation metrics set out at *DISP* 1 Annex 1.4R.

Information requirements – payment services return

1.10.1G R Where an *electronic money institution*, a *payment institution*, a *registered account information service provider* or a *credit institution* that provides a *payment service* or issues *electronic money* completes the report referred to in *DISP* 1.10.1R(1), this must include:

- (1) the total number of *complaints* relating to *payment services* and *electronic money issuance* outstanding at the reporting period start date;
- (2) the number of *complaints* received, broken down by the service provided, as detailed in *DISP* 1 Annex 1.5R, and whether the *complaint* has been closed, upheld or escalated to the *Financial Ombudsman Service*;
- (3) *complaint* outcomes during the reporting period, broken down by whether the *payment service* or *electronic money* was provided by the *firm* or its *agents* and *distributors*, in the categories set out at *DISP* 1.10.1ER(3)(c) to (j), together with the following further categories:
 - (a) *complaints* closed within 3 *business days*;
 - (b) *complaints* closed after 3 *business days* but within 15 *business days*;
 - (c) *complaints* closed after 15 *business days* but within 35 *business days*;
 - (d) *complaints* closed after 35 *business days* but within 8 weeks; and
 - (e) total *complaints* outstanding at the reporting period start date;
- (4) the following contextualisation metrics, broken down by the service provided, as detailed in *DISP* 1 Annex 1.5R:
 - (a) payment volume in the reporting period; and
 - (b) how many *customers* have used the *firm's* service in the reporting period; and

(5) the number of *complaints* received, broken down by the focus of the *complaint*, as detailed in *DISP* 1 Annex 1.6R, and the outcome of the *complaint*, using the following outcomes:

- (a) total opened;
- (b) total closed;
- (c) total upheld;
- (d) total escalated to *Financial Ombudsman Service*; and
- (e) total redress paid.

Information requirements – funeral plans return

1.10.1H R Where a *firm* has *funeral plan permissions*, the report referred to in *DISP* 1.10.1R(1) must include:

- (1) the total number of *complaints* outstanding at the reporting period start date;
- (2) the total number of *complaints* opened during the reporting period;
- (3) the number of *complaints* received, broken down by the focus of the *complaint*, as detailed in *DISP* 1 Annex 1.7R, and by whether the *complaint* was made pre-redemption or post-redemption; and
- (4) *complaint* outcomes during the reporting period, in the categories set out at *DISP* 1.10.1ER(3).

Information requirements – CCR return

1.10.1I R Where a *firm* has *consumer credit lending permissions*, the report referred to in *DISP* 1.10.1R(1) must include:

- (1) the number of *complaints* received, broken down by the focus of the *complaint*, as set out in *DISP* 1 Annex 1.8R, and the service provided, as detailed in *DISP* 1 Annex 1.9R; and
- (2) *complaint* outcomes during the reporting period, broken down by the service provided, as detailed in *DISP* 1 Annex 1.9R, in the categories set out at *DISP* 1.10.1ER(3), together with the following further categories:
 - (a) redress paid in relation to the *claims management fee cap*, where this was done at the *firm's* instigation rather than as the result of a *complaint* about the fee;
 - (b) total number of *complaints* outstanding at the reporting period start date;

- (c) complaints closed by consumers who are identified as vulnerable;
- (d) complaints closed that relate to the firm's failure to consider or respond appropriately to a consumer's vulnerability;
- (e) complaints opened by consumers who are identified as vulnerable; and
- (f) complaints opened that relate to the firm's failure to consider or respond appropriately to a consumer's vulnerability.

Information requirements – CMC return

- 1.10.1J R Where a firm has permission to carry out regulated claims management activity, the report referred to in DISP 1.10.1R(1) must include:
- (1) the total number of complaints outstanding at the reporting period start date;
 - (2) the total number of complaints opened during the reporting period;
 - (3) the total number of leads generated or obtained during the reporting period;
 - (4) the total number of claims opened during the reporting period;
 - (5) the number of complaints received, broken down by the focus of the complaint, as set out in DISP 1 Annex 1.10R, and the area of law concerned, as detailed in DISP 1 Annex 1.11R; and
 - (6) information about redress paid in relation to the claims management fee cap, where this was done at the firm's instigation rather than as the result of a complaint about the fee.

Information requirements

- 1.10.2 R ~~(1) Where a firm receives less than 500 complaints in a reporting period, Part A 1 of DISP 1 Annex 1 requires, for the relevant reporting period and in respect of particular categories of products: [deleted]~~
- ~~(a) in Table 1, information about the total number of complaints received by the firm and the cause of the complaint;~~
 - ~~(b) in Table 2, information about the number of complaints that were:~~
 - ~~(i) closed or upheld within different periods of time; and~~

- (ii) ~~the total amount of redress paid by the *firm* in relation to *complaints* upheld and not upheld in the relevant reporting period; and~~
 - (e) ~~in Table 3, information providing context about the *complaints* received.~~
 - (2) ~~Where a *firm* receives 500 or more *complaints* in a reporting period, Part A 2 of *DISP* 1 Annex 1 requires, for the relevant reporting period and in respect of particular categories of products:~~
 - (a) ~~in Table 4, information about the total number of *complaints* received by the *firm* and the cause of the *complaint*;~~
 - (b) ~~in Table 5, information about the number of *complaints* that were:~~
 - (i) ~~closed or upheld within different periods of time; and~~
 - (ii) ~~the amount of redress paid by the *firm* in relation to *complaints* upheld and not upheld in the relevant reporting period; and~~
 - (e) ~~in Table 6, information providing context about the *complaints* received.~~
- 1.10.2-A R ~~Part B of *DISP* 1 Annex 1R requires (for the relevant reporting period) information about: [deleted]~~
- (1) ~~the total number of *complaints* received by the *firm*;~~
 - (2) ~~the total number of *complaints* closed by the *firm*;~~
 - (3) ~~the total number of *complaints*:~~
 - (a) ~~upheld by the *firm* in the reporting period; and~~
 - (b) ~~outstanding at the beginning of the reporting period; and~~
 - (4) ~~the total amount of redress paid in respect of *complaints* during the reporting period.~~
- ...
- 1.10.2B R ~~*DISP* 1 Annex 1ABR requires (for the relevant reporting period) information about: [deleted]~~
- (1) ~~in Table 1, the total number of *complaints* received by the *firm* and the main focus of the *complaint*;~~
 - (2) ~~in Table 2:~~

- (a) ~~the number of *complaints* that were closed or upheld within different time periods;~~
- (b) ~~the total amount of redress paid by the *firm* in relation to *complaints* upheld and not upheld in the relevant reporting period; and~~
- (c) ~~redress in relation to the *claims management fee cap*, where this was done at the *firm's* instigation rather than as the result of a *complaint* about the fee.~~

1.10.2C R ~~*DISP* 1 Annex 1 ACR requires (for the relevant reporting period) information about: [deleted]~~

- (1) ~~in Table 1, the total number of *complaints* received by the *firm* and the main focus of the *complaints*;~~
- (2) ~~in Table 2:~~
 - (a) ~~the number of *complaints* that were closed or upheld within different time periods; and~~
 - (b) ~~the total amount of redress paid by the *firm* in relation to *complaints* upheld and not upheld in the relevant reporting period.~~

Information requirements – guidance

1.10.3 G ~~For the purposes of *DISP* 1.10.2R, *DISP* 1.10.2 AR, *DISP* 1.10.2AR, *DISP* 1.10.2BR and *DISP* 1.10.2CR, when completing the return, the *firm* *Firms* should take into account the following matters: when providing a report under *DISP* 1.10.1R(1):~~

- (1) If a *complaint* could fall into more than one category, the *complaint* should be recorded in the category which the *firm* considers to form the main part of the *complaint*.
- (2) ~~Under *DISP* 1.10.2R(1)(b), *DISP* 1.10.2R(2)(b), *DISP* 1.10.2 AR, *DISP* 1.10.2BR(2) or *DISP* 1.10.2CR(2), a *firm* *Firms* should report information relating to all *complaints* which are closed and upheld within the relevant reporting period, including those resolved under *DISP* 1.5 (Complaints resolved by close of the third business day). Where a *complaint* is upheld in part, or where the *firm* does not have enough information to make a decision yet chooses to make a goodwill payment to the complainant, a *firm* should treat the *complaint* as upheld for reporting purposes. However, where a *firm* rejects a *complaint*, yet chooses to make a goodwill payment to the complainant, the *complaint* should be recorded as 'rejected'.~~
- (3) If a *firm* reports on the amount of redress paid ~~under *DISP* 1.10.2R(1)(b)(ii), *DISP* 1.10.2R(2)(b)(ii), *DISP* 1.10.2 AR(4), *DISP*~~

~~1.10.2AR, DISP 1.10.2BR(2)(b) or DISP 1.10.2CR(2)(b)~~, redress should be interpreted to include an amount paid, or cost borne, by the *firm*, where a cash value can be readily identified, and should include:

- (a) amounts paid for distress and inconvenience;
 - (b) a free transfer out to another provider, if the complainant would normally have had to pay for the ~~which transfer would normally be paid for~~;
 - (c) goodwill payments and goodwill gestures;
 - (d) interest on delayed settlements;
 - (e) waiver of an excess on an insurance policy;
 - (f) payments to put the consumer back into the position the consumer ~~should~~ would have been in had the act or omission not occurred; and
 - (g) the refund of fees paid in excess of the *claims management fee cap*, and any amount which the *firm* had attempted to charge but which was written off or waived (before the *customer* paid it) on the basis that it would have exceeded the *claims management fee cap*.
- (4) If a *firm* reports on the amount of redress paid ~~under DISP 1.10.2R(1)(b)(ii), DISP 1.10.2R(2)(b)(ii), DISP 1.10.2 AR(4), DISP 1.10.2AR or DISP 1.10.2CR(2)(b)~~, the redress should not, ~~however~~, include repayments or refunds of premiums which had been taken in error (for example where a *firm* had been taking, by direct debit, twice the actual premium amount due under a policy). The refund of the overcharge would not count as redress.
- (5) If a *firm* intends to file a nil return in line with DISP 1.10.1ER(1), no further answers are required on any return.
- (6) Respondents should report the actual data requested in this complaints return, using single unit integers.
- (7) Under DISP 1.10.1GR, in contrast to the other provisions in DISP 1 which generally apply only to *complaints* from *eligible complainants*, *complaints* also include complaints from *payment service users* that are not *eligible complainants*.

Reporting requirements

1.10.4 R ~~Unless DISP 1.10.4AR applies, the~~ The relevant reporting periods are:

- (1) ~~the six months immediately following a *firm's* accounting reference date~~ 1 January to 30 June; and

- (2) ~~the six months immediately preceding a firm's accounting reference date~~ 1 July to 31 December.

1.10.4A R ~~If a firm is one to which DISP 1.10.1R(2) applies, the relevant reporting period is the year immediately following the firm's accounting reference date.~~ [deleted]

Part 2: Comes into force on 7 April 2026.

1.10.4B R All firms' reporting period end on 31 December 2026 and the report provided in accordance with DISP 1.10.1R should only be a partial return covering the period since its previous report.

Part 3: Comes into force on 31 December 2026.

[Editor's note: the new subheading 'Reporting requirements' also applies to DISP 1.10.5R – DISP 1.10.7R. As of 31 December 2026, it should also apply to DISP 1.10.4BR.]

1.10.5 R Reports are to be submitted to the FCA within 30 *business days* of the end of the relevant reporting periods ~~through, and in the electronic format specified in, the FCA Complaints Reporting System or the appropriate section of the FCA website.~~

...

1.10A Complaints data publication rules

Obligation to publish summary of complaints data or total number of complaints

1.10A.1 R (1) ~~Unless (1A) applies to the firm, where,~~ Where, in accordance with DISP 1.10.1R, a firm ~~submits a report~~ reports to the FCA ~~reporting~~ 500 or more *complaints*, it must publish a summary of the *complaints* data contained in that report (the *complaints* data summary).

(1A) (a) ~~This paragraph applies to a firm which:~~ [deleted]

(i) ~~has permission to carry on only credit related regulated activities or to operate an electronic system in relation to lending; and~~

(ii) ~~has revenue arising from those activities that is less than or equal to £5,000,000 a year.~~

(aa) ~~This paragraph also applies to a firm which has permission to carry on only:~~

(i) ~~regulated claims management activities; or~~

(ii) ~~regulated funeral plan activities.~~

(b) ~~Where a firm to which this paragraph applies submits a report to the FCA in accordance with DISP 1.10.1R reporting 1000 or more complaints, it must publish a summary of the complaints data contained in that report (the complaints data summary).~~

- (2) ~~Where, in accordance with DISP 1.10.1CR, a firm submits a joint report on behalf of itself and other firms within a group and that report reports 500 or more complaints, it must publish a summary of the complaints data contained in the joint report (the complaints data summary), unless it is a firm to which (1A) applies. [deleted]~~
- (3) ~~Where, in accordance with DISP 1.10.1CR, a firm to which (1A) applies submits a joint report on behalf of itself and other firms within a group and that report reports 1000 or more complaints, it must publish a summary of the complaints data contained in the joint report (the complaints data summary). [deleted]~~
- (4) Where, in accordance with SUP 16.12.4R and SUP 16.12.29CR, a firm with a limited permission submits data item CCR007 to the FCA reporting 1000 or more complaints, it must publish the total number of complaints received.

...

Time limits for publication

- 1.10A.3 R (1) ~~Where the firm's relevant reporting period (as defined in DISP 1.10.4R or DISP 1.10.4AR as the case may be) ends between 1 January and 30 June, the firm must publish the complaints data summary no later than 31 August of the same year. Firms must publish the complaints data summary no later than 2 months after the end of the relevant reporting period set out in DISP 1.10.4R.~~
- (2) ~~Where the firm's relevant reporting period (as defined in DISP 1.10.4R or DISP 1.10.4AR as the case may be) ends between 1 July and 31 December, the firm must publish the complaints data summary no later than 28 February of the following year. [deleted]~~

...

...

Publication on behalf of the firm

- 1.10A.5 E A firm will be taken to have complied with DISP 1.10A.1R(1), ~~DISP 1.10A.1R (1A)(2), DISP 1.10A.1R (3) or DISP 1.10A.1R (4)~~ if within the relevant time limit set out in DISP 1.10A.3R the firm:

- (1) ensures that another *person* publishes the *complaints* data summary or total number of *complaints* (as appropriate) on its behalf; and
- (2) publishes details of where this summary or total number of *complaints* (as appropriate) is published.

Joint reports: provision of information to third party on request

- 1.10A.6 R ~~Any *firm* covered by a joint report, other than the *firm* that submitted the joint report, must provide details of where the *complaints* data summary or total number of *complaints* (as appropriate) is published to any *person* who requests them. [deleted]~~

...

Publication of complaints data by the FCA

...

- 1.10A.1 G For *firms* reporting 500 or more complaints under *DISP* 1.10.1R(1) ~~or 1000 or more complaints under *DISP* 1.10.1R(2) in the relevant reporting period,~~ the *FCA* will publish the *firm*-level *complaints* data and information providing context to the *complaints* data reported to it either:

- (1) after the *firm* provides the appropriate consent in the *complaints* data report and confirms that the reported data accurately reflects the data which it will publish under *DISP* 1.10A.1R; or
- (2) after the *FCA* receives an email from the *firm* under *DISP* 1.10A.4R confirming that the *complaints* data summary accurately reflects the report submitted to the *FCA*, that the summary has been published and where it has been published.

...

DISP 1.10B is deleted in its entirety. The deleted text is not shown but the section is marked 'deleted' as indicated below.

1.10B ~~Payment services and electronic money complaints reporting [deleted]~~

DISP 1 Annex 1 is deleted in its entirety and replaced with the following. The text is not underlined.

[*Editor's note*: the form that currently forms part of *DISP* 1 Annex 1 is to be marked as 'superseded'.]

1 Complaints return form

Annex

1

- 1
Annex
1.1
- R This annex lists the relevant sector units, services provided and the focus of complaints broken down by the relevant return, as set out in *DISP* 1.10.

General return information as referred to at *DISP* 1.10.1FR

- 1
Annex
1.2
- R 'Focus of the complaint' means any of the following, broken down by sectoral unit:
- (1) banking and savings:
 - (a) access to product (including temporary restrictions);
 - (b) irresponsibility of lending and/or unaffordability of product;
 - (c) mis-sale;
 - (d) product features or performance;
 - (e) price, sums, fees and charges;
 - (f) errors/not following instructions;
 - (g) delays/timescales;
 - (h) financial difficulties;
 - (i) general administration and customer support during product life;
 - (j) information provision or content;
 - (k) fraud; and
 - (l) other;
 - (2) mortgages and home finance:
 - (a) product features or performance;
 - (b) price, sums, fees and charges;
 - (c) advising, selling and arranging – inappropriate advice;
 - (d) advising, selling and arranging – other issues during application stage;
 - (e) general administration and customer support during product life – errors/not following instructions;

- (f) general administration and customer support during product life – delays/timescales;
 - (g) general administration and customer support during product life – other;
 - (h) financial difficulties;
 - (i) information provision or content; and
 - (j) other;
- (3) general insurance and pure protection:
- (a) unsuitable advice;
 - (b) mis-selling/non-disclosure/misrepresentation;
 - (c) product information disclosure;
 - (d) customer service and policy administration;
 - (e) product performance/features;
 - (f) product fair value;
 - (g) fees and charges;
 - (h) claims handling and delays;
 - (i) claim outcome; and
 - (j) other;
- (4) retirement savings and decumulation:
- (a) unsuitable advice;
 - (b) unclear guidance/arrangement;
 - (c) disputes over sums/charges;
 - (d) product performance/features;
 - (e) product disclosure information;
 - (f) errors/not following instructions;
 - (g) delays/timescales;
 - (h) other general admin/customer service;

- (i) arrears-related; and
- (j) other; and
- (5) investments:
 - (a) unsuitable advice;
 - (b) unclear guidance/arrangement;
 - (c) disputes over sums/charges;
 - (d) product performance/features;
 - (e) product disclosure information;
 - (f) errors/not following instructions;
 - (g) delays/timescales;
 - (h) other general admin/customer service; and
 - (i) other.

1 R 'Service provided' is broken down by sectoral unit and includes any of the
Annex following:
1.3

- (1) banking and savings:
 - (a) current accounts;
 - (b) basic current accounts;
 - (c) business current accounts;
 - (d) personal current accounts;
 - (e) overdrafts;
 - (f) packaged accounts;
 - (g) savings – cash *ISAs*;
 - (h) cash *ISAs* – easy access (instant/no-notice withdrawal accounts);
 - (i) cash *ISAs* – restricted access (notice period/fixed);
 - (j) savings – non-*ISAs*;

- (k) non-ISAs – easy access (instant/no-notice withdrawal accounts);
 - (l) non-ISAs – restricted access (notice period/fixed); and
 - (m) other banking and savings;
- (2) mortgages and home finance:
- (a) regulated first charge mortgage;
 - (b) regulated second charge mortgage;
 - (c) regulated bridging loan;
 - (d) regulated equity release (lifetime mortgage or home reversion plan);
 - (e) regulated home purchase plan;
 - (f) regulated sale and rent back;
 - (g) unregulated buy to let mortgage; and
 - (h) other unregulated home finance products;
- (3) general insurance and pure protection:
- (a) general insurance:
 - (i) alloy wheel insurance;
 - (ii) bicycle insurance;
 - (iii) building warranties;
 - (iv) buildings and contents insurance;
 - (v) buildings insurance;
 - (vi) business protection insurance;
 - (vii) car hire excess insurance;
 - (viii) card protection insurance;
 - (ix) commercial combined/package insurance;
 - (x) commercial property insurance;
 - (xi) commercial vehicle or fleet insurance;

- (xii) contents insurance;
- (xiii) cyber insurance – personal;
- (xiv) cyber insurance – commercial;
- (xv) electrical warranties;
- (xvi) engineering insurance;
- (xvii) furniture warranties;
- (xviii) gadget (including mobile phone) insurance;
- (xix) guaranteed asset protection insurance;
- (xx) healthcare cash plan – individual;
- (xxi) healthcare cash plan – group;
- (xxii) home emergency insurance;
- (xxiii) key cover;
- (xxiv) legal expenses insurance;
- (xxv) liability insurance;
- (xxvi) marine insurance;
- (xxvii) missed event insurance;
- (xxviii) motor insurance;
- (xxix) motor warranties;
- (xxx) motorcycle insurance;
- (xxxi) personal accident insurance;
- (xxxii) pet insurance;
- (xxxiii) private medical or dental insurance – individual;
- (xxxiv) private medical or dental insurance – group;
- (xxxv) travel insurance;
- (xxxvi) tyre cover;
- (xxxvii) vehicle breakdown insurance;

- (xxxviii) wedding and party insurance;
)
- (xxxix) vehicle cosmetic insurance
- (xl) other general insurance – individual; and
- (xli) other general insurance – group;
- (b) pure protection insurance:
 - (i) accelerated critical illness insurance – individual;
 - (ii) accident sickness and unemployment insurance;
 - (iii) business insurance – life/critical illness/income protection;
 - (iv) critical illness insurance – group;
 - (v) income protection insurance – group;
 - (vi) income protection insurance – individual;
 - (vii) life insurance – group;
 - (viii) over 50s whole of life insurance;
 - (ix) payment protection insurance;
 - (x) standalone critical illness insurance – individual;
 - (xi) term assurance (life) – individual;
 - (xii) terminal illness rider;
 - (xiii) underwritten non unit linked whole of life insurance;
 - (xiv) other pure protection insurance – individual; and
 - (xv) other pure protection insurance – group;
- (4) retirement savings and decumulation:
 - (a) retirement savings:
 - (i) defined contribution (DC) workplace pensions;
 - (ii) DC non-workplace pensions;

- (iii) qualifying recognised overseas pension scheme (QROPS);
 - (iv) trust-based pensions (eg, occupational and defined benefit (DB));
 - (v) pensions dashboard services; and
 - (vi) other retirement savings; and
- (b) decumulation:
 - (i) lifetime annuity (standard);
 - (ii) lifetime annuity (impaired);
 - (iii) fixed term annuity;
 - (iv) immediate needs annuity (care);
 - (v) with profit annuity (lifetime, fixed term, immediate needs);
 - (vi) drawdown (including pension commencement lump sums (PCLS));
 - (vii) uncrystallised funds pension lump sum (UFPLS); and
 - (viii) other decumulation; and
- (5) investments:
 - (a) with-profit bonds;
 - (b) non-profit unit linked (UL) bonds;
 - (c) fixed-rate bonds;
 - (d) onshore investment bonds;
 - (e) offshore investments bonds;
 - (f) endowments;
 - (g) qualifying savings plans/maximum investment plans;
 - (h) UL whole of life (reviewable);
 - (i) stocks and shares *ISA*;
 - (j) personal equity plans (PEPs);

- (k) listed shares/equities;
- (l) investment trusts;
- (m) tradeable bonds (corporate and government);
- (n) unit trusts;
- (o) *OEIC*;
- (p) *UCITS*;
- (q) *ETF*;
- (r) structured products;
- (s) discretionary management services;
- (t) non-discretionary management services (including share-dealing);
- (u) platforms;
- (v) crowdfunding;
- (w) peer to peer;
- (x) innovative finance *ISA*;
- (y) enterprise investment scheme (*EIS*) / seed enterprise investment scheme (*SEIS*);
- (z) foreign exchange (*FX*);
- (za) *CFD*;
- (zb) spread betting;
- (zc) derivatives;
- (zd) overseas recognised schemes; and
- (ze) other investment products/funds.

1 R ‘Contextualisation metrics’ includes any of the following, which are attributed
Annex to the above sector units:
1.4

- (1) banking and savings:
 - (a) number of accounts by service provided; and

- (b) number of complaints opened per 1000 accounts;
- (2) mortgages and home finance:
 - (a) number of balances outstanding by service provided;
 - (b) intermediation – number of sales by service provided;
 - (c) number of complaints opened per 1000 balances outstanding; and
 - (d) intermediation – number of complaints opened per 1000 sales; and
- (3) general insurance and pure protection:
 - (a) insurers – number of policies in force by service provided to individuals;
 - (b) intermediaries and managing general agents (MGAs) – number of policies sold by service provided to individuals;
 - (c) insurers – number of beneficiaries by service provided to groups; and
 - (d) intermediaries and MGAs – number of beneficiaries by service provided to groups.

Payment services return information as referred to at DISP 1.10.1GR

1
Annex
1.5

R ‘Service provided’ includes any of the following:

- (1) direct debits;
- (2) standing orders;
- (3) pre-paid cards and e-money payments;
- (4) credit cards;
- (5) credit transfer – *BACS*;
- (6) credit transfer – *CHAPS*;
- (7) credit transfer – international;
- (8) credit transfer – *FPS*;
- (9) credit transfer – single euro payments area (SEPA);

- (10) credit transfer – ‘on us’;
- (11) money remittance;
- (12) debit cards/cash cards;
- (13) payment initiation services – single immediate payments;
- (14) payment initiation services – variable recurring payments (sweeping);
- (15) payment initiation services – variable recurring payments (non-sweeping);
- (16) account information services;
- (17) ATM withdrawals;
- (18) merchant acquiring;
- (19) other payment services; and
- (20) e-money (issuing / distributing / redeeming).

1
Annex
1.6

R ‘Focus of the complaint’ means any of the following:

- (1) account access – operational disruption (including IT issues);
- (2) account access – customer due diligence checks and/or application declined;
- (3) account access – app functionality issues;
- (4) payment delays – operational disruptions (including IT issues);
- (5) payment delays – customer due diligence checks;
- (6) account closures/terminations;
- (7) account operation – blocks and suspensions;
- (8) administration or customer service;
- (9) chargebacks;
- (10) charges, fees and commission;
- (11) continuous payment authorities – cancellation issues and disputed payments;
- (12) digital wallets – card/account takeover fraud;

- (13) fraud – authorised push payments (APP) – ‘on us’;
- (14) fraud – APP – *FPS*;
- (15) fraud – APP – *CHAPS*;
- (16) fraud – APP – international payments;
- (17) fraud – APP – open banking;
- (18) fraud – unauthorised payments;
- (19) fraud – payment initiation services;
- (20) fraud – other;
- (21) incorrect credit records;
- (22) inaccurate customer data;
- (23) misuse of customer data;
- (24) breach of customer data – open banking;
- (25) breach of customer data – excluding open banking;
- (26) account information services disruption – operational disruption (including IT issues);
- (27) account information services disruption – customer due diligence checks;
- (28) payment initiation services disruption – operational disruption (including IT issues);
- (29) payment initiation services disruption – customer due diligence checks;
- (30) disputed transactions – card payments;
- (31) disputed transactions – payment initiation services;
- (32) disputed transactions – other payment types;
- (33) misleading/unclear information on open banking services;
- (34) misleading/unclear financial promotions;
- (35) misleading/unclear customer contracts or terms and conditions;
- (36) misleading/unclear pricing for FX remittance services;

- (37) services provided by agents and distributors; and
- (38) other.

Funeral plans return information as referred to at DISP 1.10.1HR

1
Annex
1.7

R 'Focus of the complaint' means any of the following:

- (1) unsuitable advice;
- (2) dispute over fees/charges;
- (3) not carrying out instructions;
- (4) delays;
- (5) customer service;
- (6) funeral service – delivery; and
- (7) other.

CCR return information as referred to at DISP 1.10.1IR

1
Annex
1.8

R 'Focus of the complaint' means any of the following:

- (1) price, sums, fees and charges;
- (2) other product design;
- (3) information provision or content (including commission);
- (4) irresponsibility of lending and/or unaffordability of product;
- (5) suitability of product;
- (6) other product sale;
- (7) access to product (including temporary restrictions);
- (8) return of goods;
- (9) claims under section 75 of the Consumer Credit Act (CCA);
- (10) financial difficulties;
- (11) other product performance, general administration and customer support;

- (12) incorrect credit records (not fraud related);
- (13) fraud; and
- (14) other.

1
Annex
1.9

R 'Service provided' includes any of the following:

- (1) lending for the purpose of business;
- (2) finance for motor vehicles;
- (3) finance for insurance premiums;
- (4) *rent-to-own agreements*;
- (5) other finance for goods or services;
- (6) home credit loan agreements;
- (7) high-cost short-term credit;
- (8) pawn agreements;
- (9) bill of sale loan agreements;
- (10) guarantor loans;
- (11) other cash loans;
- (12) running-account credit linked to a payment network (including credit cards);
- (13) retail revolving credit;
- (14) running-account credit for money transfers only;
- (15) other running-account credit;
- (16) debt purchase;
- (17) other indeterminate lending;
- (18) consumer hire of motor vehicles;
- (19) consumer hire of other goods;
- (20) credit broking;
- (21) debt adjusting and debt counselling;

- (22) debt collecting and debt administration;
- (23) providing credit information services;
- (24) providing credit references; and
- (25) operating an electronic system in relation to lending.

CMC return information as referred to at DISP 1.10.1JR

1
Annex
1.10

R 'Focus of the complaint' means any of the following:

- (1) customer sourcing and/or marketing;
- (2) obtaining and/or sharing customer data;
- (3) claim administration;
- (4) claim outcome;
- (5) client money handling;
- (6) upfront fees;
- (7) fees in excess of claims management fee cap;
- (8) fees dispute or payment difficulties;
- (9) customer service; and
- (10) misleading information or advice.

1
Annex
1.11

R 'Area of law' includes any of the following:

- (1) personal injury;
- (2) financial services or financial product;
- (3) housing disrepair;
- (4) specified benefit;
- (5) criminal injury; and
- (6) employment-related.

DISP 1 Annexes 1AA, 1 Annex 1AB, 1 Annex AC and 1 Annex AD are deleted in their entirety. The deleted text is not shown but the annexes are marked 'deleted' as shown below.

1 Annex ~~Notes on completing electronic money and payment services complaints~~
1AA ~~return form~~ [deleted]

1 Annex ~~Claims management complaints and redress return form~~ [deleted]
1AB

1 Annex ~~FPR-Complaints—Funeral Plans complaints return~~ [deleted]
1AC

1 Annex ~~Electronic money and payment services complaints return form~~ [deleted]
1AD

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