



<u>Decision Ref:</u>	2018-0058
<u>Sector:</u>	Banking
<u>Product / Service:</u>	Lodgements
<u>Conduct(s) complained of:</u>	Failure to provide accurate account/balance information Dissatisfaction with customer service
<u>Outcome:</u>	Rejected

LEGALLY BINDING DECISION OF THE FINANCIAL SERVICES AND PENSIONS OMBUDSMAN

Background

This complaint relates to events that occurred on the **28 April 2017** when the Complainant was visiting his local Respondent Bank branch. On the date in question the Complainant attended at his branch in order to lodge an amount of €260 into his current account ending 7206, which account acts a 'feeder' account for his mortgage account ending 1507. It seems that after lodging this sum to his account, the Complainant discovered that the balance in the account was lower than expected; he was informed that no rent had been paid into the account in April. The Complainant proceeded to made contact with the tenant (who, according to the Complainant is an "*excellent*"¹tenant), who confirmed that the current month's rent had been paid. Equipped with this information, the Complainant returned to the branch, to the customer service desk, to seek clarification as to whether the rent had indeed been paid.

The Complainant's grievance relates mainly to his encounter with the customer service adviser upon his return to the Bank. He states that he received an "*unbelievable level of poor service*"². He explains that his request for a print out of his account for the month of April was refused; his request to the adviser to write down details of transactions on his account during the month of April was refused; and, his request to be told the last date on which rent was paid into his account was also refused.

¹ As per the Complainant's email to this Office dated the 16 January 2018.

² As per the Complainant's letter to the Bank dated the 1 May 2017.

The Complainant is extremely disappointed at the manner in which he was treated. He is of the view that the Bank deliberately obstructed him in his attempts to pay his mortgage. He points out that when he realised that the monthly rental amount had not been paid into his account, he was left with only a very short time to ensure that his mortgage repayment would be paid. He feels very let down that the information sought was not forthcoming.

The Complainant's Case

The complaint is that the Bank provided the Complainant with an inadequate level of customer service, and further, that by failing to provide the information requested, the Bank deliberately obstructed the Complainant in his attempts to meet his mortgage repayment.

The Provider's Case

The Bank refutes the complaint and insists that the Complainant was provided with an adequate level of customer service when he attended at his local branch on the 28 April 2017.

The Bank explains that on the day in question the Complainant made a lodgment of €260 into his current account ending 7206. He queried the balance on viewing the lodgment receipt, and the staff member dealing with him told him that no other lodgment had been received into the account in April. The staff member also informed the Complainant that an amount of €850 is normally credited to the account on the 3rd day of each month. When the Complainant queried where the payment was, the staff member told the Complainant that the payer would need to be contacted.

The Bank explains that the Complainant returned later on and made a lodgment of €800 into the same current account. The Complainant then approached the customer service desk and sought a statement print out for his current account. The Bank states that the Complainant's request was refused but he was advised that he could use computer terminals in the branch or a computer at home to ascertain his account information. The Complainant then asked the staff member to write down the transactions manually. The staff member was not in a position to comply with this request and the Complainant left the branch before the staff member could continue with the conversation.

The Bank states that its branches do not have the facility to provide print outs of customers' accounts, nor are its staff in a position to manually write down a customer's account transaction history.

The Bank submits that the Complainant received two receipts on the 28 April 2017 in respect of the two lodgments he carried out, which showed the account balance. The Bank is satisfied that its staff members verbally provided the Complainant with the information regarding the lodgment history from the Complainant's tenants. The Bank also states that the Complainant was advised of other ways in which he himself could retrieve the information requested.

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Decision

During the investigation of this complaint by this Office, the Provider was requested to supply its written response to the complaint and to supply all relevant documents and information. The Provider responded in writing to the complaint and supplied a number of items in evidence. The Complainant was given the opportunity to see the Provider's response and the evidence supplied by the Provider. A full exchange of documentation and evidence took place between the parties.

In arriving at my Legally Binding Decision I have carefully considered the evidence and submissions put forward by the parties to the complaint.

Having reviewed and considered the submissions made by the parties to this complaint, I am satisfied that the submissions and evidence furnished did not disclose a conflict of fact such as would require the holding of an Oral Hearing to resolve any such conflict. I am also satisfied that the submissions and evidence furnished were sufficient to enable a Legally Binding Decision to be made in this complaint without the necessity for holding an Oral Hearing.

A Preliminary Decision was issued to the parties on 3 May 2018 outlining the preliminary determination of this office in relation to the complaint. The parties were advised on that date, that certain limited submissions could then be made within a period of 15 working days, and in the absence of such submissions from either or both of the parties, within that period, a Legally Binding Decision would be issued to the parties, on the same terms as the Preliminary Decision, in order to conclude the matter.

In the absence of additional submissions from the parties, the final determination of this office is set out below.

The Complainant's grievance in this instance concerns the level of customer service provided by the Bank during his visit(s) to his local branch on Friday the 28 April 2017. In essence, the Complainant believes that by failing to facilitate his three-fold request (**a** for a print out for his account; **b** that all transactions completed during the month of April be written down; and, **c** to be told the last date on which rent was paid into his account by his tenant), the Bank deliberately obstructed him in his attempts to service his mortgage account.

It seems that the current account at issue is a "*deduct*" account for the Complainant's mortgage, and for some reason not discernable from the evidence before me, the tenant's rental instalment for the month of April did not credit to the Complainant's account. The Complainant suggests that the day in question, the 28 April 2017, was also the day on which his mortgage repayment was due to be paid. He explains that when he discovered that the monthly rental amount had not made its way to his account, he was left with a very short period within which to arrange his financial affairs. It would seem that as time was of the essence, the Complainant decided to seek "*information on the spot*"³. However, according to the Complainant, this information was not forthcoming.

³ As per Section D of the Complaint Form dated the 24 June 2017.

While I sympathise with the Complainant- as a landlord with tenants residing in his property, he had every right to expect that the rental monies would be in the nominated account by the due date- and while I understand why he was so anxious to seek answers to his questions (especially when he was told by his, by all accounts very reliable tenants, that the April rent instalment had in fact been paid), having considered the Bank's submissions as to why the information requested could not be provided and given the options for seeking this information out, which were available to the Complainant, I am unable to fault the Bank for the manner in which it conducted itself on the day in question.

Firstly, it is important to point out that the Complainant was provided with transaction receipts following the lodgments made to his account. These receipts recorded the account balance. The Complainant therefore was on notice of the position of his account and of the fact that on the first occasion, there were insufficient funds to meet the mortgage repayment. Following the initial lodgment transaction the Complainant was verbally advised that no rental payment had been received into the account in April; he was also told that the rental payment usually reaches the account on the 3rd day of the month. A statement from the cash desk official who dealt with the Complainant has been provided in evidence. It is noted that the Complainant, in his email to this Office dated the 16 January 2018, outlined that he accepted the contents of this statement, save for a reference by the official to a request (by the Complainant) for a trace on a lodgment, which the Complainant says he wouldn't have asked for. In this statement, the official in question recalled the following-

"I checked the transactions and confirmed that no lodement had been received. I also checked what date the lodgments usually credited to the account and checked back to January as far as I recall and confirmed to him that the previous two lodgments came in around the 3rd of the month so the March lodgment was overdue at this stage..."

Given the nature of the verbal exchange between the parties after the Complainant's first lodgment, I do not believe that this is a case where the Bank wilfully failed to provide any information. On the contrary, the evidence suggests that the Bank made commendable attempts to assist the Complainant with his initial queries. It also seems that the last date on which rent was received into the account was indeed indicated to the Complainant during the course of this initial transaction (i.e. point c in the Complainant's letter to the Bank dated the 1 May 2017 where he categorises the requests for information made).

Admittedly, it seems that the Complainant was given less by way of verbal information on his return visit to the Bank, during his dealings at the customer service desk. However, the Bank has given a detailed explanation as to why it could not accede to the requests made by the Complainant for a print out of the transactions on his account for April and for a manual written note of his recent account activity.

In its letter to this Office dated the 28 December 2017, the Bank outlined the following by way of explanation for the conduct complained of-

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“Our Branches do not have the facility to provide print outs of customers’ accounts due to the following;

When taking cash from an ATM, the transaction appears on the Complainant’s Statements as ‘ATM’. When using a Visa Debit Card in a standard Chip & PIN transaction at a retailer’s outlet or online, it would appear in a Statement as ‘POS’ (Point of Sale). When using a Visa Debit Card for a contactless transaction, it would appear on a Statement as ‘CNC’.

The above abbreviations also appear on a customer’s Statements. It is important to note that due to the electronic nature of the Visa Debit Card transactions, a transaction may not immediately be reflected on a customer’s Statement. For example, a POS transaction may appear as being ‘on hold’ or as a ‘pending transaction’ on a customer’s Account, however the customer’s Available Balance will be reduced by the amount of the transaction accordingly. A contactless transaction (CNC) differs in that it may not appear on the customer’s Account Statement for several hours, or even days. Furthermore, a CNC transaction may not be reflected immediately in the customer’s Available Balance.

Other transactions such as Cheque lodgements can take up to 5 business days to clear on a customer’s account. This lodgement type may also appear as being on ‘hold’ or as ‘pending’ on a customer’s Account.

Further to this our Branch Staff are not in a position to manually write down a customer’s transaction history of their accounts as the information on the branch system may not be accurate or up to date and there would be exposure to human error.”

I consider the Bank’s explanation for not giving the Complainant the information sought to be perfectly reasonable. I also consider it extremely significant that the Complainant has other means available to him to access the information sought. The Bank insists that the Complainant was advised of the option of accessing his account information online via online banking during his visit to the Bank on the 28 April 2017; however the Complainant is adamant that no such option was offered to him. Even *if* I accept the Complainant’s position that he wasn’t specifically told there and then, that he could use internet banking to access the information he needed, the fact of the matter is that as a customer of the Bank, the Complainant has access to online banking and to a telephone banking service. While I accept the Complainant’s assertion that, regarding the current account at issue, he is not currently set up for online banking, it is a service that is available to him. I also note that the Complainant has used online banking with regard to other accounts held with the Bank. Therefore, he is familiar with the service.

In its letter to this Office dated the 28 December 2017 the Bank described the services available to its customers as follows-

“The Bank offers a wide range of services to our customers in their day to banking needs including our [Product Name] Telephone and Online Banking service and

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[Bank] mobile app, which are available to all our personal customers as alternative banking delivery channels.

The Complainant has had the option of utilising the [Product Name] Services since June 2002, however records show he has not registered for the online banking for his personal accounts. On review the Complainant utilised these services with regards to his Business Banking accounts. As a result the Complainant is familiar with the options of utilising these services.

Our Telephone Banking services are available Monday to Friday from 8am to 10pm (excluding Bank holidays) and Saturday and Sunday from 10pm to 5pm...

...Customers can also request mini statements from our ATM's and our Self Service Banking Machines (SSBM's) located in our branches...

...[The Bank] also offers customers the options of Text Service through our Online Banking which allows you to set up Text Alerts when your account reaches a specified limit or when a large lodgment is credited to the account. You must be registered for Online Banking to avail of this service..."

Given the information that was verbally disclosed to the Complainant on the 28 April 2017, and considering the alternative options for accessing the information sought that were available to the Complainant at the time of his requests, I am unable to make a finding that the Bank deliberately obstructed the Complainant in his attempts to pay his mortgage. Rather, I am of the view that on the date in question the Bank did assist the Complainant with his enquiries by providing verbal confirmation of the status of his account. While the Bank was fettered from granting all of the Complainant's requests, there were other avenues open to the Complainant to ascertain the information sought. Furthermore, I am satisfied that the Bank adhered to the provisions of Chapter 4 ('Provision of Information') of the Consumer Protection Code 2012 in the manner in which verbal and written information (by way of his transaction receipts) was provided to the Complainant.

Consequently, for the reasons outlined above, I don't believe that it would be appropriate to uphold this complaint against the Bank.

Conclusion

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

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

MARYROSE MCGOVERN
DIRECTOR OF INVESTIGATION, ADJUDICATION
AND LEGAL SERVICES

28 May 2018

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

(a) ensures that—

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

(b) in accordance with the Data Protection Acts 1988 and 2003.