



<u>Decision Ref:</u>	2019-0134
<u>Sector:</u>	Banking
<u>Product / Service:</u>	Current Account
<u>Conduct(s) complained of:</u>	Dissatisfaction with customer service Delayed or inadequate communication Miscellaneous
<u>Outcome:</u>	Rejected

LEGALLY BINDING DECISION
OF THE FINANCIAL SERVICES AND PENSIONS OMBUDSMAN

Background

The complaint concerns a current account held by the Complainant with the Bank and the Complainant's request for a change to his address to be noted thereon.

The Complainant's Case

The Complainant submits that he requested a change of address to his current account in February 2016. He asserts that this request was not acted on at that time, and that correspondence was sent to him several months later at his previous address by the Bank which was "opened and interfered with". The Complainant contends that the Bank wanted him to submit a utility bill as proof of his current address: "a staff called [name redacted] told me that she requires a utility bill for a change of address", and he feels that this is not common practice with other third party Financial Service Providers: "Other banks such as [name redacted] and [name redacted] do not require an existing customer to upload a utility bill before changing address". The Complainant further states that the Bank has "very bad customer service and whatever their excuses is very wrong".

The complaint is that the Bank:

1. Did not action the Complainant's request to change the address on his current account for over three months during 2016;
2. Required him to provide a utility bill in order to process his request even though he was an existing customer;
3. Gave below par customer service to the Complainant as a result of the above conduct.

The Complainant wants the Bank to pay him compensation in the amount of €17,500 and to issue him with a letter of apology.

The Provider's Case

In its Final Response Letter, the Bank states that it received the Complainant's request to change his address via its online banking facility on 25th February 2016. It asserts that it responded the same day via email (to an email address provided by the Complainant) requesting that the Complainant submit proof of his new address via email and giving him the specific mailbox to send it to. The Bank contends that *"the Bank did not receive any response from [the Complainant] to this e-mail request"*. It submits that it followed up on the matter on 12th May 2016, sending the Complainant a letter quoting his original 'Change of Address' request and enclosing a postage paid envelope for a response. The Bank submits that it received a response from the Complainant on 9th June 2016 and that the amendment request was actioned that same day.

In relation to the correspondence issued to the Complainant's previous address, the Bank states in the Final Response Letter that *"it is regrettable that you say your mail was received at this address by a third party; however at this time, [the Bank] had not yet received a completed request, with required proof, in order to authorise the requested Change of Address amendment. The required confirmation was not received back by [the Bank] from you until 9 June 2016, when it was immediately actioned."*

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.

I note that the Complainant, in his submission received in this Office on 2 April 2019, requested an Oral Hearing.

However, 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.

I issued a Preliminary Decision to the parties on 26th March 2019, outlining my preliminary determination 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.

Following the issuing of my Preliminary Decision, the Complainant made a further submission by letter received 2 April 2019, a copy of which was transmitted to the Provider for its consideration. The Provider advised this Office by e-mail dated 30 April 2019, that it did not wish add anything further.

Following consideration of all the submissions and evidence, including the Complainant's additional submission I set out below my final determination.

Analysis

The Complainant requested that the Bank amend the address it had on file in respect of his account on 25th February 2016. The Complainant made this request via the Bank's online banking platform and, as part of the request, the Complainant submitted his own email address at which he could be contacted. Shortly after the making of the request, and on the same day, the Bank emailed the Complainant at the email address he had provided requesting a copy of a document proving the new address (such as a utility bill or one of 7 other identified types of documents) in order to complete the amendment. The email provided as follows:

Thank you for requesting to change your address on 365 online.

To complete your request, we now need proof of your new address. If you have included any joint accounts we will require proof of the address for all parties. You can see below the documents we accept and the guidelines that documents must adhere to. Please read this information carefully - as we can only accept documents that appear on the list.

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Once you have identified a suitable document/s that you can use, simply reply to this email and attach a clear photo of the document/s. You can use your smartphone or computer camera to take the photo. If you prefer, you can post your documents with the details of your change of address request, to:

I accept that it was appropriate for the Bank to engage with the Complainant on this issue via email. The request had been made by the Complainant online and he had provided an email address as part of the request.

It is also relevant that the Complainant would appear to have been aware of the request for documentation made by the Bank. In an undated handwritten letter, the Complainant states:

I vividly remembered that when I went online to update my bank address. The online service [internet address redacted] also required me or customer to upload a utility bill before they can proceed.

The Complainant has not disputed receiving the email correspondence, nor has he provided any explanation as to why he did not respond to the Bank's emailed request for documentation. Indeed, the Complainant additionally refers to being advised in person (by a named individual in the Provider) of the need to supply the documentation requested. Furthermore, it is clear that one of the events about which the Complainant complains (namely the sending of an account statement to the 'old' address) occurred on 1 June 2016 which was several weeks after the Bank had issued a hard copy reminder to the Complainant via post enclosing a postage paid return envelope.

The Complainant did not respond to this reminder until 9 June 2016 and again he has omitted to provide any explanation for this delay. I note that the Bank implemented the change of address on the same day that it received the documentation first requested on 25 February 2016 on 9 June 2016.

The Complainant has provided no valid reason for declining (between February and June 2016) to supply the Bank with the documentation requested. It is apparent that the Bank did ultimately implement the change very promptly once the Complainant provided the documentation requested.

The central thrust of the Complainant's complaint is that the Bank should not have insisted on the provision of the proof of address documentation in order to implement the change of address on the account, given that the Complainant was an existing customer. The Complainant relies heavily in this regard on his claim that various other high street banks do not require any such documentation in order to implement similar changes.

The Bank has provided an explanation for its insistence on the documentation sought by reference to its duties to ensure account security and to take measures to prevent "*money laundering and terrorist financing*". With regard to the latter duty, the Bank has expressly relied upon anti-money laundering guidelines issued by the Department of Finance. I am satisfied that this represents a reasonable justification for the insistence on the provision of

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proof of address documentation. I am equally satisfied that the requirement to produce a proof of address document was not contrary to law or unreasonable, unjust, oppressive or improperly discriminatory in its application to the Complainant.

The Complainant, in his post Preliminary Decision received by this Office on 2 April 2019, states in relation to my Preliminary Decision:

“Your analysis is very wrong, because I said the Bank should not make Utility Bill a valid requirement for an existing customer change of address. Please don’t write or say what I did not say because is not good. There are other valid proofs of address documentation and the Bank standing firmly on only Utility Bill shows their lack of trust to an existing customer”.

The evidence shows that the Provider did not in fact insist on only a utility bill as proof of address.

I acknowledge that it can in fact be difficult in certain circumstances to provide a utility bill as the person concerned may not in fact be responsible for utilities. Therefore, I believe it is important that other options are offered.

The Provider has submitted a list of types of document which would have been acceptable for the purposes of confirming a change of address, only one of which is a utility bill. These comprise:

- ❖ Current Passport
- ❖ Current Irish Driving Licence
- ❖ Current original home or car insurance documents
- ❖ Current original or electronic Social Welfare documents
- ❖ Original / Electronic utility bill
- ❖ Current original financial institution statement
- ❖ E-statements with the logo of a recognized financial institution.

That information was given to the Complainant by e-mail on the 25th February 2016.

I note that there is a range of potentially acceptable documents. I do not consider that the Provider’s requirement is oppressive, arbitrary or unreasonable in requiring proof of a change of address for the reasons of fraud prevention and in compliance with Paragraph 37 of the Guidelines on the prevention of the financial system for the purposes of money laundering and terrorist financing, issued by the Department of Finance in 2012.

The Complainant makes reference to the requirements of other banks in regard to proof of address. I would point out that the practices of other banks is not relevant to this complaint. In any event, it is my understanding that all financial service Providers require proof of address.

The third aspect of the Complainant's complaint is a vague allegation of "very poor customer service". The Complainant appears to have formed this view on the basis of the Bank (and certain employees thereof) insisting on the provision of the proof of address document.

The Complainant, in his post Preliminary Decision, also suggests that the Provider's staff ignored and avoided him because of his looks or place of origin. I have been provided with no evidence to support this allegation. It is my understanding that all customers are requested to provide proof of address. Therefore, I do not believe the actions of the Provider were discriminatory.

I have already concluded that the Bank was entitled to require one of these documents. I have been provided with no evidence of poor customer service. I might note that the Bank addressed the Complainant's complaint in a prompt manner issuing a Final Response Letter within 11 days of receipt of the complaint.

I note the Complainant's claim to be entitled to compensation in the amount of €17,500.00.

However, for the reasons outlined above, I do not uphold this complaint. Therefore, I do not believe any compensation is merited.

Conclusion

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

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

**GER DEERING
FINANCIAL SERVICES AND PENSIONS OMBUDSMAN**

24 May 2019

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

(a) ensures that—

(i) a complainant shall not be identified by name, address or otherwise,

(ii) a provider shall not be identified by name or address,

and

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

