



<u>Decision Ref:</u>	2019-0307
<u>Sector:</u>	Banking
<u>Product / Service:</u>	Accounts
<u>Conduct(s) complained of:</u>	Failure to process instructions
<u>Outcome:</u>	Rejected

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

Background

The Complainant, a retail business, holds two accounts with the Provider, a current account and a savings account. The Complainant asserts that the Provider wrongfully returned a cheque unpaid in the sum of €75,000 presented for payment by one of its customers.

The Complainant's Case

The Complainant argues that there was an arrangement in place whereby the current account and savings account would be combined for the purposes of meeting payments when they were presented. It argues that while there were insufficient funds in the current account to meet the cheque, when combined with the balance of the savings account, there were sufficient funds available and so the cheque should have been honoured by the Provider. The Complainant further argues that the Provider ought to have contacted it to inform it of the insufficient balance before returning the cheque unpaid.

The Complainant states that it has been customer of the Provider since 1969. It states that an arrangement was made in 2006 for the current account and savings account held with the Provider to be treated as one, where the Provider would 'sweep' the accounts on a daily basis and transfer the balances as necessary. The Complainant states that it received notice on 2 June 2016 that a direct debit in the amount of €1,319.23 had not been paid. It states that there were sufficient funds within the group funds to pay the direct debit in question.

On 2 August 2016, the Complainant states that it arranged extra facilities which were confirmed on 9 August to clear a proposed payment of €75,466 on 11 August 2016. The additional facility was to expire after four weeks. The Complainant states that on 16 August 2016, it came to its attention that the cheque in question had been returned, even though sufficient funds were held with the Provider between the two accounts.

The Complainant states that a complaint letter was sent to the manager of the local branch on 19 August 2016. On 8 September 2016, the Complainant met the manager in question, BK, to resolve the matter. The Complainant states that BK insisted that funds were not available to clear the cheque. It states that in a further meeting in the Complainant's office on 9 September, it demonstrated that the funds were available. After an exchange of emails, the Complainant decided to make a complaint to the group customer complaints on 23 September 2016 and the complaint was rejected on 24 October 2016. The Complainant states that on 26 September 2016, an email was received by it from BK pointing out that he was unaware of the grouping of the accounts.

The Complainant notes its long-standing relationship with the Provider. The Complainant states its understanding that once it maintained a €40,000 balance in the current account, reduced banking fees would apply to the accounts. It states its belief that the reduced bank charges were connected to the sweep arrangement.

The Complainant states that while it was aware that a debit of €1,319.23 was returned not paid on 2 June 2016, it believed this was just a glitch error on behalf of the Provider and while annoyed it had occurred, it did not pursue the matter.

The Complainant states that it was aware that the overall balances in both accounts would be under pressure and wrote to the Provider on 2 August 2016 requesting a temporary limit which was granted on 9 August 2016. The Complainant states that it fails to understand the Provider's reasoning that a large sum would have been required in the savings account for the cheque to be met when the Provider was aware that it required an overdraft facility of €75,000.

The Complainant states that it was of the belief that the €36,672.81 within the savings account would be transferred to the current account in order for the €75,000 cheque to clear. It argues that the bank was negligent in not informing it that there were insufficient funds in the current account before returning cheque and for not transferring the balance in the savings account to enable the cheque to clear.

The Complainant seeks a satisfactory apology from the Provider and assurances that this situation would not happen again. It also seeks compensation for loss of reputation which badly affects its negotiating ability with suppliers.

The Provider's Case

The Provider accepts that there is an arrangement in place to transfer balances between the accounts but denies that it operates in the manner alleged by the Complainant. The Provider

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asserts that a sweep of funds from the savings account to the current account can only take place if that sweep would bring the balance of the current account up to €40,000. This had not taken place prior to the presentation of the cheque in question as there was insufficient funds in the savings account to bring the current account balance to €40,000. It states that when the cheque in question was presented for payment, there was insufficient funds in the current accounts to make the payment and so the cheque was returned unpaid. It further argues that this is an automated process. The Provider rejects the substance of the Complainant and argues that the account was operated in accordance with its terms and conditions.

The Provider states that there is an undisputed sweep arrangement in place between the current account and the savings account which has been in place since 2 October 2016.

It argues that a “sweep instruction” is a process whereby a transfer of funds is activated automatically in response to a customer request that a specified balance be maintained in a current account or savings account. It states that it is applicable to accounts held within the same branch only. The Provider states that accounts within a sweep instruction are referred to either as a “maintained” or a “maintaining” account. The maintained account is an account that requires a specific balance to be maintained in it. A maintaining account is the account to or from which funds are to be transferred to the maintained account. In this instance, the Provider states that the current account was the maintained account and savings account was the maintaining account.

The Provider submits that the target of the sweep in this case is that the current account maintains a daily balance €40,000. It explains that a sweep will come across from the savings account to bring the balance of the current account up to €40,000 provided there are sufficient funds in the savings account to do so. Equally, if the balance in the current account exceeds €40,000, then the surplus funds will be swept to the savings account.

The Provider asserts that this arrangement was put in place on 2 October 2006 and that the pattern on the current account shows the sweep arrangement took place on a daily basis where sufficient funds were available in the savings account. It states that the operation of the “sweep instruction” has not been the cause of issue to date, other than the two transactions which are the subject of the complaint. The Provider argues that bank statements for both accounts for the year 2016 show the operation of the sweep instruction whereby a sweep will come across from the savings account to bring the balance of the current account up to €40,000 if there are sufficient funds in the savings account. Equally, if the balance of the current account exceeds €40,000, then the surplus funds were swept back to the savings account.

It further argues that it does not accept that the Complainant was unaware of the operation of the arrangement as the sweep instruction was put in place at the Complainant’s request and the Provider had issued weekly bank statement which clearly evidence the operation of the sweep instruction. Further, the Complainant did not raise any issues in relation to the operation of the sweep instruction prior to the present complaint. The Provider questions how the Complainant can claim that the sweep instruction was not operating as it was intended considering that it was set up on the Complainant’s request.

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The Provider argues that the Complainant is incorrect in his statement that the arrangements were for the current and savings accounts to be treated as one. It states that there were no arrangements or agreements made between the Provider and the Complainant to treat the current and savings accounts as one. Rather, the Provider states that there was an undisputed daily sweep instruction on the Complainant's accounts and that this in no way creates any obligation or authority for the Provider to treat the two accounts as one.

The Provider states that a scheduled standing order was presented on the Complainant's current account on the morning of 2 June 2016. It states that the standing order had been in place on the account since August 2015 and the Complainant had met 16 of the 17 standing orders presented on the account, missing only the June 2016 standing order. The Provider states that the opening balance on the current account on the morning of 2 June 2016 was €56,691.44 overdrawn. The Provider states that there was an agreed overdraft permission of €50,790 and the current account was therefore in breach of the agreed overdraft permission. As a result, it argues that there were insufficient funds in the current account to pay the scheduled standing order when presented. It further states that the opening balance of the savings account on 2 June 2016 was €27,149.89 and as a result, there were insufficient funds available to have been swept across to bring the target balance of the current account to €40,000.

The Provider submits that when a debit (such as a cheque) is presented for payment, it is an automated process and the decision on whether to pay or return the debit is based on the funds held in that specific account at that time. It states that other account balances are not considered. In this respect, it refers to clauses 3 and 16.5 of its terms and conditions and submits that it is satisfied that it acted within the terms and conditions of the Complainant's current account.

The Provider states that where there are insufficient funds in the maintaining account, a sweep instruction will not be raised.

The Provider states that it returned the June 2016 standing order paid as the Complainant failed to ensure that there were sufficient cleared funds in the current account when the standing order fell due. It states that it wrote to the Complainant on 2 June 2016 to advise that *"due to insufficient funds being available in your account, the above-mentioned standing order was not paid."*

Although the Complainant has asserted that there were sufficient funds within group funds to pay the debit, the Provider states that bank statements clearly demonstrates that there were insufficient funds in the current account to meet the standing order payment.

The Provider states that a temporary overdraft facility was put in place on the current account on 9 August 2016 resulting in a temporary increase from €50,790 to 60,700. It states that the temporary overdraft was put in place following a request from the Complainant who had advised that it had an exceptional payment of €75,000 to pay on 11 August 2016.

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The Provider states that cheque for €75,466.85 was presented for payment on 15 August 2016 and was returned unpaid. It states that the opening balance of the current account on 15 August 2016 was €15,434.33 overdrawn. It states that the overdraft in place was €60,790 so the balance available to draw on was €42,355.67 in the current account. It states that the available balance on the savings account on the morning of 15 August 2016 was €36,672.81. It states that the overnight sweep from the savings account to the current account could not happen as there were insufficient funds in the savings account to make the target balance in the current account of €40,000. While the Provider accepts that there was sufficient money between the savings and current accounts combined to pay the cheque, it states that an overnight sweep did not take place as there were insufficient funds in the savings account to make the target balance on the current account of €40,000 in order to pay the cheque in full.

The Provider notes that the Complainant has access to its online facility and that a transfer of €30,000 to the current account took place on the morning of 16 August 2016 as a result of which payment was able to be made. The Provider also notes that it refunded additional bank charges of €25.35 to the current account as a gesture of goodwill.

The Provider states that it met the Complainant on a number of occasions and apologised that the upset and inconvenience caused. It states that it explained in detail to the Complainant at each meeting why it did not meet the debit in question. The Provider acknowledges that the Complainant is a long-standing customer and offered to write to the Complainant's customer to explain that the cheque was returned marked unpaid due to a misunderstanding rather than as a result of any reflection of the Complainant's creditworthiness. The Provider notes that the Complainant advised it did not wish for the Provider to do this.

The Provider asserts that the operation of the sweep arrangement and the application of reduced bank charges are two separate matters. The Provider states that the operation of the sweep agreement was not conditional upon the application of reduced bank charges and that reduced bank charges have been applied to the Complainant's current account since November 2006. It argues that the fixed fee arrangement has been in place on the Complainant's current account during the following periods:

- (i) November 2006 to February 2008;
- (ii) August 2008 to August 2009;
- (iii) May 2010 to May 2011; and
- (iv) February 2013 to February 2014.

The Provider states that letters evidencing these periods illustrate that fixed fees have not been in place continuously since the date the sweep arrangement was put in place. The Provider argues that the first fixed fee arrangement was not put in place until November 2006, a month after the sweep arrangement was put in place on 2 October 2006. It argues that the fact that the agreement for reduced fees did not run continuously throughout the period of the sweep arrangement's existence is evidence that one was not conditional upon the other.

The Provider states that it is the responsibility of the Complainant to ensure there are sufficient cleared funds in an account to meet any payments from those accounts and that this is expressly stated in the terms and conditions applicable to the Complainant's current account. It argues that when a debit is presented for payment, it is an automated process and the decision of whether to pay or return the debit is based on the funds held in that specified account at the time. It argues that other account balances are not viewed and are not considered as part of this process. It states that the Complainant had a clear obligation to ensure that the current account operated within its authorised limits and sufficient cleared funds should have been in the current account prior to issuing the cheque. It argues that the Complainant's savings account had insufficient funds to permit the bank to operate within the terms of the sweep arrangement. It asserts that as a result of the Complainant having insufficient funds in the savings account to permit the sweep to happen, the Provider was unable to meet the debit presented on the current account. The Provider states that it is satisfied that it acted within the terms and conditions of the customer's current account and in compliance with the sweep arrangement that is in place on the Complainant's accounts.

The Complaint for Adjudication

The complaint is that the Provider wrongfully refused to pay a cheque in circumstances where it is alleged that there was an arrangement in place whereby the Complainant's savings account and current account would be treated as one in order to meet payments as presented. There is a further complaint that the Provider ought to have notified the Complainant in advance of refusing to pay out on the cheque.

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.

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A Preliminary Decision was issued to the parties on 15 August 2019, outlining the preliminary determination of this office in relation to the complaint. The parties were advised on that date, that certain limited submissions could then be made within a period of 15 working days, and in the absence of such submissions from either or both of the parties, within that period, a Legally Binding Decision would be issued to the parties, on the same terms as the Preliminary Decision, in order to conclude the matter.

In the absence of additional submissions from the parties, within the period permitted, I set out below my final determination.

It is common case that there was an agreement in place whereby the balance of the Complainant savings account would be swept into its current account in certain circumstances. The disagreement between the parties in the present complaint is when such a sweep would take place. The Complainant asserts that two accounts should have been treated as one for any payments that were presented against the current account. The Provider asserts that a sweep from the savings account would only take place into the current account where it was possible to meet a target of €40,000 current account which had not taken place prior to the presentation of the cheque was returned unpaid.

It is clear that the Complainant was aware that its account balances may not be sufficient to pay the cheque in question and that it was contact with the Provider to deal with this issue in advance. By letter dated 2 August 2016, the Complainant wrote to the Provider in the following terms:

"We have an exceptional payment of €75,000 approx to pay on August 11th next. We expect that this may put us on the limit of our permission for a short time.

Contact me if you need to."

By letter dated 9 August 2016, the Complainant was informed by the Provider that it had agreed to make an overdraft facility available to the Complainants in line with its application. The notes relevant to the temporary overdraft indicate an increase of €10,000 to €60,790 for 30 days to assist with working capital. The notes indicate that a payment of €75,000 was due on 11 August for currency exchange and that the increased overdraft was sought to assist with this.

The terms and conditions of the Complainant's current account provide that the customer shall ensure that there are sufficient cleared funds in an account to meet payments from the account. This is set out in clause 3.2 of the terms and conditions as follows:

"The Customer shall ensure that there are sufficient cleared funds (or, where applicable, sufficient unused agreed overdraft facility) in the Account to meet payments from the Account ("debits") as listed below: –

- *cheques issued which may be presented for payment*
- *standing orders and direct debits which are due to be paid*
- *...*

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Some of the debits listed above may not be paid, without reference to the Customer, if sufficient cleared funds (or, where applicable, sufficient unused agreed overdraft facility) to cover payment is not available on the Account when such debits are due to be paid."

Further, clause 16.5 of the terms and conditions provides as follows:

"This current Account must operate within its authorised limits and sufficient cleared funds should be in the account prior to issuing cheques. Cheques/debits presented that would cause the account to be overdrawn over the agreed limit may be returned unpaid without reference."

Insofar as these terms and conditions applied to the current account, I accept that the Provider acted within the terms and conditions of the Complainant's current account and was entitled to return unpaid a cheque drawn on the current account where there were insufficient funds in that account, and or an insufficient overdraft limit, to make a payment.

The operation of the sweep instruction is, however, relevant in the present complaint. The Provider states that simply put, there were insufficient funds in the maintaining account (savings account) and therefore the sweep instruction could not be raised. It argues that in the present case, the savings account did not have sufficient funds to permit a sweep into the Complainant's current account to bring the balance to €40,000.

It is unfortunate that there does not appear that there is any contractual documentation or correspondence from the time that the sweep arrangement was entered into which explains clearly how the arrangement was intended to operate. A screen grab shows an active daily instruction on the savings account to the current account to the value of €40,000. Other than the submissions of both parties, the only other available evidence which demonstrates the operation of the arrangement are bank accounts from previous years. Looking at the accounts from the year 2016, I accept that in accordance with the submissions of the Provider, the accounts tend to show the operation of an arrangement whereby a sweep would come across from the savings account to bring the balance of the current account up to €40,000 if there were sufficient funds in the savings account to do so. Equally, if the balance of the current account exceeded €40,000, then the surplus funds were swept back to the savings account. This is a different situation than that contended for by the Complainant (i.e. that the two accounts were treated as one for the purposes of payments).

Having looked at historic account statements, I am not satisfied that the two accounts were treated as one but rather that the sweep instruction operated to attempt to maintain a €40,000 balance in the current account.

In relation to the unpaid standing order, I am satisfied that the balance of the current account on 2 June 2016 was €56,691.44 overdrawn. The balance of the savings account was €27,149.89 on the same date. An unpaid standing order charge of €6.98 was charged on the current account 3 June 2016. By letter dated 2 June 2016, the Provider notified the Complainant that a standing order in the sum of €1,319.23 was not paid due to insufficient funds being available in the account.

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In light of the above, when the standing order was due for payment of 2 June 2016, I accept that there were insufficient funds available in the current account to meet the payment and that the Complainant was advised accordingly. Further, due to the large overdraft amount of the current accounts, a sweep of the funds in the savings account would not have brought the balance of the current account up to the target balance of €40,000 at that time.

In relation to the unpaid cheque, I accept that the balance of the current account on 15 August 2016 was €15,434.33. The balance of the savings account was €36,672.81 on the same date. An unpaid fee of €10.15 was charged to the account on 15 August 2016. The next day, a sum of €30,000 was transferred from the savings account into the current account and on 18 August 2016, a payment of €75,492.20 was made to the customer in question. On 19 August 2016, a refund of the fee in the sum of €25.35 appears.

When the cheque for €75,466.85 was presented for payment of 15 August 2016, I accept that the Provider was entitled to return it as unpaid as there was insufficient funds within the current account to meet the payment. I note that the opening balance of the current account on 15 August 2016 was €15,434.33 overdrawn and there was an overdraft in place was €60,790 so the balance available to draw on was €42,355.67 in the current account. I accept that the available balance on the savings account on the morning of 15 August 2016 was €36,672.81. I therefore accept that if the available balances of both accounts (to include the authorised overdraft) had been combined, there were sufficient funds to meet the payment of the cheque presented. As set out above, however, I am not satisfied that there was an agreement between the parties to treat the two accounts as one for this purpose as asserted by the Complainant. The Complainant has submitted no evidence to substantiate this claim. Although there is no clear documentary explanation for how the sweep operated, I accept the available evidence that the sweep arrangement operated only to seek to maintain a balance of €40,000 in the current account. I note that no overnight sweep from the savings account to the current account took place prior to the presentation of the cheque on 15 August 2016 as there were insufficient funds in the savings account to make the target balance in the current account of €40,000. This being the case, the savings account balance had not been swept into the current account and was therefore unavailable for the use of the Complainant in terms of meeting a payment from the current account.

There is no general obligation for a bank to contact a customer in advance before returning a cheque unpaid where there are insufficient funds or an insufficient overdraft facility on the relevant account to enable payment to be made. Furthermore, I accept on the basis of the terms and conditions applicable to the account that the Provider was entitled to return the cheque unpaid without further consultation with the Complainant.

While I appreciate the frustration of the Complainant in this case in light of its misunderstanding of the operation of the sweep arrangement and the fact that it had contacted the Provider in advance of the presentation of the €75,000 cheque to increase its overdraft limit, I am not satisfied on the basis of the evidence that there was any wrongdoing on behalf of the Provider.

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The Complainant was in a position to manually transfer the balance of its savings account to the current account in order to meet the relevant payment, which it duly did after the cheque was returned unpaid.

Fixed or Reduced Bank Fees

I note a further argument from the Complainant that a reduced fee arrangement was part of the agreement in relation to the sweep.

In relation to the reduced bank charges applicable to the current accounts, I have been provided with four letters from the Provider which demonstrates the periods during which these reduced payments applied. Those letters indicate that the fixed fee arrangements were in place as follows:

- (i) November 2006 to February 2008 – €413 per quarter
- (ii) August 2008 to August 2009 - €413 per quarter
- (iii) May 2010 to May 2011 – €0.10 charge per €100 notes lodged
- (iv) February 2013 to February 2014 – €0.30 charge per €100 notes lodged

On the basis of these letters, I accept that reduced the arrangements were not in place between the Complainant and the Provider for the duration of the sweep arrangement. It is clear from these letters that various arrangements were put in place during different periods in relation different fixed agreements. The initial two periods provided for a set quarterly fee, while the latter two periods fixed a price for the lodgement of cash. In the absence of any further evidence, I am not satisfied that the fixed fee arrangements that were in place between the parties were conditional upon the sweep agreement and I am not satisfied that this issue has any bearing on the primary complaint in relation to the returned cheque.

The Provider's Handling of the Complaint

By letter dated 19 August 2016, the Complainant wrote to the manager of the local branch of the Provider expressing surprise that the cheque had been returned by a customer.

The Complainant stated that the Provider was aware that money is routinely removed from the current account to be held in the savings account in accordance with its business practice, which was known by the manager. The Complainant stated that it was unacceptable that the transaction was refused and noted that it would have expected to be contacted by the Provider to notify it in advance to avoid the consequent damage which had occurred. The Complainant argued that the actions of the Provider had caused reputational damage as well as inconvenience and upset. It called upon the Provider to inform it of what steps it intended to take to rectify matters, including a clear letter of explanation as to what transpired.

In a written statement from the branch manager, the manager states that he met with the Complainant on 29 August 2016 following his letter of complaint of 19 August 2016. The manager indicates that he undertook to personally deal with the matter and after a series of missed calls, they met again on 8 September 2016. The manager indicated that the

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Complainant was very annoyed when he explained that no funds had been available to pay the cheque in question as it was adamant that there were funds available. The manager indicated that the Complainant did not want to hear the details of the sweep instruction and how it worked as it didn't want any excuses as to why the situation had happened. The manager noted the Complainant's assertion that the Provider had admitted that the unpaid standing order from June 2016 was a bank error. He stated that having consulted with his colleagues, he was advised that no member of the branch would have stated that. The manager noted that the meeting ended after approximately 20 minutes with the Complainant stating there was no point in continuing the conversation as the manager was not prepared to acknowledge the bank error and to seek to address the situation. He noted that he offered to contact the Complainant's customer, to write to them and to meet them in person if required, to outline the long-standing relationship between the Complainant and the Provider and to note that the Complainant's record was impeccable but this offer was declined.

The manager's statement recites that a further meeting took place on 9 September 2016 and the Complainant showed that when one looked at the cumulative balances of the two accounts, there was enough money to pay the cheque. The manager indicates that once again he explained how the sweep worked and that the Provider could not look at cumulative balances. The Complainant requested that he verify this and confirm if the sweep had ever worked for anything less than bringing the balance to €40,000. In a further meeting of 22 September 2016, the manager outlined the details of the sweep and the fact that the Provider could not look at cumulative balances of connected accounts. He noted that the Complainant was very annoyed that there was no compensation being offered for what he perceived as the Provider's error. The manager states that he noted that the Provider had not made an error in this instance so he would not be able to offer compensation. The manager provided information to the Complainant in relation to escalating his complaint internally or through this Office. The manager stated that he emailed the Complainant on 22 and 23 September 2016 and that the Complainant was provided with the name of bank official who would deal with this complaint.

He notes that he also advised the Complainant that it was not possible to link his accounts for the Provider to use cumulative balances as it cannot use deposit accounts but only current accounts for this purpose. The manager notes that he had subsequently spoken with the Complainant and advised him of this.

In an email of 26 September 2016 from the branch manager to the Complainant, the manager noted with his apologies that deposit accounts could no longer be included for the grouping of accounts. He noted that he was unaware that this had changed until the Complainant requested permission to group the accounts and apologised for this. He noted that the only option was to open a second current account, though he appreciated the Complainant may not wish to do so. He stated that if the Complainant decided on this option, he would arrange the forms to be completed.

In its final response letter dated 24 October 2016, the Provider explained the terms of the sweep arrangement in the same terms as set out in submissions to this Office. The Provider

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went on to explain therefore that when the cheque for €75,466 was presented for payment, there were insufficient funds in the current account and the cheque went unpaid.

I accept that when the present complaint was raised with the Provider, the Complainant was dealt with promptly both of branch and group level. I note that several meetings took place between the Provider's local branch manager and the Complainant's manager in question appears to have sought to explain the operation of the sweep. This was also set out clearly in the final response letter in October 2016. I further note that the branch manager in question offered to make contact with the Complainant's customer who had presented the unpaid check for payment to seek to ameliorate any reputational impact that had resulted but that this offer was refused. When issues such as this arise, I believe communication between the parties is very important. It is clear that there was considerable communication between the local branch manager and the Complainant and that the Provider did endeavour to resolve the matter. Therefore, I accept that the Provider sought to resolve the present complaint with the Complainant prior to the complaint being made to this Office.

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

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**

13 September 2019

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.

