



<u>Decision Ref:</u>	2020-0313
<u>Sector:</u>	Banking
<u>Product / Service:</u>	Current Account
<u>Conduct(s) complained of:</u>	Non-receipt of money Dissatisfaction with customer service Failure to provide accurate account/balance information
<u>Outcome:</u>	Rejected

LEGALLY BINDING DECISION
OF THE FINANCIAL SERVICES AND PENSIONS OMBUDSMAN

The Complainant hold a current account with the Provider. On **5 March 2018**, the Complainant saw a credit transfer from her healthcare provider enter her account. The Complainant explains the money *vanished* from her account on **6 March 2018**. The money reappeared in the Complainant's account on **7 March 2018**. The Complainant is dissatisfied with the manner in which the Provider dealt with this issue.

The Complainant's Case

The Complainant has given a brief summary of her complaint in her Complaint Form. However, the Complainant has also furnished a copy of her formal complaint to the Provider. In her complaint to the Provider dated **13 March 2019**, the Complainant explains she received a lodgement to her bank account from a healthcare provider on **5 March 2018**. Based on this money being in her account, the Complainant went on a day trip with her friends. The Complainant outlines that “[u]nfortunately, my life is such that I live from hand to mouth when it comes to money so I know every single penny right down to the last cent that’s in my account.”

The Complainant states she planned her trip “... on the knowledge that this money was in my account as I physically saw the money in my account on the 5th of March and on the 6th it had vanished but I wasn't aware of this before I left my house on the morning of the 6th.”

When attempting to access the funds in her account, the Complainant advises *"[m]y first attempt was to buy something with my card and I was told I had insufficient funds – then I tried to take money from the pass machine – same story."* The Complainant remarks that *"[t]o say I was embarrassed in front of everyone is an understatement."*

The next day *"... the money mysteriously appeared in my account."* The Complainant states that she contacted the Provider and was told *"... what I was talking about never happened and that the bank had no issues on that day with any lodgements disappearing from people's accounts."* The Complainant advises that she felt very annoyed when the Provider tried to persuade her that *"... I was imagining things and their attitude was appalling."* The Complainant explains she contacted the Provider's customer service line several times *"... at an enormous cost"* The Complainant attended her local branch to lodge a formal complaint. This was followed by a telephone call from the Provider to advise her that there was no record of any problems with lodgements on the day in question. However, following contact with the Provider's complaints department, it was *"... eventually admitted that on the date in question there was a problem with lodgements disappearing from people's accounts and they were aware of the situation."*

The Complainant explains the Provider offered her €150 in compensation for what had occurred. Commenting on this offer, the Complainant states:

"I feel this whole business would have been swept under that carpet if I was not as determined a person as I am and as in tune with my account balance as I am. A day and a night out in my life in my humble opinion is worth more than €150.00. [The Provider] lied to me at every turn and left me holding on a phone for so long they thought I would just give up ..."

When I think about it, €150 is an insult, I feel that a day and a night in my life is worth more than €150. The embarrassment I felt – the treatment when I got back and the lengths I had to go to get the bank to tell the truth was shocking.

I politely ask what is the CEO of the [Provider] paid for one day and a night. I feel I am every bit as important as he or she is so I should be compensated accordingly."

This Office issued a *Summary of Complaint* to the Provider on **7 February 2020** and requested a formal response to the complaint. On **5 March 2020**, in an effort to reach an amicable resolution to the complaint, the Provider offered the Complainant €750.00 in compensation.

The Complainant responded in an email to this Office dated **10 March 2020**, observing that:

"... They make no reference as to what happened or replied to any of the questions on your letter. I enclose a letter from them outlining the charge for copy statements which I never requested. Finally on the 6th March I went over my overdraft limit of €500.00 as the lodgement had vanished at that stage. A charge would have applied only for my endless calls."

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In a further email on **10 March 2020**, the Complainant clarified that she was not accepting the Provider's offer.

The Provider addressed the three issues referred to in the Complainant's email on **19 March 2020**. First, the Provider explained the credit transfer was received from the healthcare provider on **6 March 2018** and the Provider experienced issues with its system on that date. The funds appeared in the Complainant's account on **7 March 2018**.

The Provider comments that the issue regarding copy statements does not form part of this complaint. The Provider also stated that the Complainant was not charged for these statements. In relation to the Complainant's overdraft facility, the Provider advised that no charge was applied to the Complainant's account as this was a system fault.

Following this, the Complainant on **9 April 2020** stated that:

"... The money to my account from [the healthcare provider] appeared in my account on the 5th of March and did not reappear till the 7th of March. [The Provider] keep talking about a lodgement on the 6th of March. I did not request copy of bank statements it was requested by the Ombudsman. I did receive a letter from the bank outlining charges."

In a further email of **9 April 2020**, the Complainant observes the Provider:

"... have not made reference to all the different calls I made in order to get to the bottom of the problem only mentioned I did not get a call back on the 7th March. I made several phone calls to the bank I also called to my branch ... no reference has been made to that either."

Following a further email exchange and a discussion of a telephone conversation which took place on **7 March 2018**, the Complainant explained in an email dated **22 April 2020** that:

"If i made a mistake on dates on my phone call if that is what it is about then that is an error on my part. My lodgement was the 5th of March that is when it was first shown on my account and this is what I have stated in all my paperwork."

By emailed dated **22 April 2020**, the Provider submitted that the Complainant:

"... appears to suggest she made numerous calls to the Provider but following a comprehensive and in-depth search, I am advised the copy call recording submitted represents the only call the Complainant made to the Provider in this matter."

The Provider's Case

The Provider delivered its formal response on **8 May 2020**.

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The Complainant's Credit Transfer

The Provider states that a credit transfer in the amount of €214.60 from a healthcare provider was received into the Complainant's personal current account. This did not fully post to the Complainant's account "... due to a bookkeeping posting issue the Provider was experiencing, whereby it experienced a delay in processing a number of credit files to its customer's accounts on 6 March 2018." As a result of this, the transaction in question did not fully post to the Complainant's account until **7 March 2018**.

The Complainant attempted to withdraw €20 from an ATM on the morning of **7 March 2018** but was unsuccessful. The Provider advises the issue was resolved on **7 March 2018** at 10pm with the Complainant's credit of €214.60 being reflected in her account at that time. The Complainant was able to successfully carry out a transaction on her account using her bank card on **8 March 2018**.

The Provider submits the Complainant is mistaken in the dates referred to by her in her complaint. The Provider further submits that the dates central to this complaint, when the issue occurred, are **6 and 7 March 2018** and not **5 and 6 March 2018** as the Complainant contends.

The Bookkeeping Issue

The Provider explains that on **7 March 2018**, it received a number of telephone calls from its customers confirming they were experiencing issues making withdrawals from their current accounts. Upon investigating the matter, the Provider noticed an issue with its bookkeeping system whereby it experienced a delay in processing a number of credit files to customers' accounts on **6 March 2018**. This issue was raised as a *high priority* with the Provider's internal IT team.

The Provider advises that an automated message was posted on its main call line. The Provider has quoted this message in its submission.

Telephone Contact

The Complainant contacted a member of the Provider's customer service team on **7 March 2018** who advised the Complainant that the Provider was experiencing a bookkeeping issue and there was a delay in incoming credits clearing to customers' accounts. The Provider's agent apologised for this issue and advised the Complainant the matter was being investigated and hoped it would be resolved as soon as possible. The Provider explains that it was unable to provide a definitive timeframe within which the matter would be resolved during the call. The Complainant requested a call back to confirm when this would be resolved. The Provider's agent confirmed she would arrange this.

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The Provider rejects the Complainant's contention that it did not inform her of the processing delays and states that this was clearly explained during this telephone call. The Provider also advises that its customer service team was experiencing a high volume of calls due the bookkeeping issue and the Complainant may have experienced a short waiting time before her call was answered by a member of its customer service team.

Addressing a telephone call received from the Complainant on **9 March 2018**, the Provider states that the Complainant expressed her dissatisfaction with the previous explanation offered by the Provider in that she felt it was inadequate. During this call, the Complainant confirmed the funds in question had been applied to her account. The Complainant again requested a call back.

The Provider explains that it "*... regrets that on both occasions no call back was provided to the Complainant and for this, the Provider sincerely apologises to the Complainant.*"

Attendance at Branch

The Complainant attended at one of the Provider's branches where she expressed her dissatisfaction with the customer service team in not returning her calls and the bookkeeping issue. The staff member spoke with the Complainant and explained the issues the Provider was experiencing, and advised the Complainant she would note her dissatisfaction.

Terms and Conditions

In responding to this complaint, the Provider has referred to and cited, a number of sections of its account terms and conditions. In particular, clause 9 *Account Balance*, clause 13 *Our Responsibilities* and clause 22 *Ending this Agreement and Interruption to Services*.

The Complaints for Adjudication

The complaints are that the Provider:

1. Failed to process a credit transfer to the Complainant's account in **March 2018**; and
2. Proffered poor customer service.

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.

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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 2 September 2020, 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.

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

Telephone Calls

Two telephone conversations took place between the Complainant and the Provider on **7 March 2018** and **9 March 2018**. While the Provider has furnished a copy of the call recording in respect of the first call, a recording has not been furnished in respect of the call which took place on **9 March 2018**. However, the Provider has furnished transcripts in respect of both calls. I note the Complainant has not disputed the contents of these transcripts.

Having considered the content of the call recording in respect of the call which took place on **7 March 2018**, the Complainant advised the Provider's agent that "*... there was a lodgement yesterday from the [healthcare provider] of €262 and that seems to have disappeared.*" The Provider's agent explained "*... we have been made aware of this issue and our technical team are currently rectifying it. Now it hasn't been rectified as of yet but they are currently working on it so it should be rectified within the next few hours.*"

The Provider's agent advised the Complainant that the Provider was unsure as to what the problem was at that point, but it was being investigated by its technical team. The Provider's agent also attempted to reassure the Complainant after she expressed concern regarding access to her money. The Complainant was advised that her money would be in her account within a few hours.

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However, the Provider's agent advised the Complainant she could not give her a specific timeframe but the technical team was investigating the issue as a matter of urgency. The Complainant was also advised that a number of customers were experiencing similar issues.

Towards the end of the call, the Complainant requested that the Provider give her a call back. The Provider's agent indicated that she would do her best in this regard but she was not sure if someone could call the Complainant that day. The Provider's agent then confirmed that a call back would be arranged once the Provider had more information.

Having reviewed the transcript of the call from **9 March 2018**, the Complainant explained to the Provider's agent that "... [o]n Tuesday money disappeared from my account." The Provider's agent advised the Complainant that the payment from the healthcare provider was in her account. The Complainant responded saying: "I know that. I know it is ... but it went out of my account, where did it go?" Later in the conversation, the Complainant states "... [o]n Wednesday or whatever day the money disappeared out of my account ..."

The Complainant advised the Provider's agent that someone was to return her call from **7 March 2018** but did not do so. The Provider's agent apologised for this. The Complainant asked that someone from the Provider call her and explain where her money went and why she did not have access to her account. The Provider's agent advised the Complainant that it would be arranged for someone to call her.

Statement of Branch Employee

The Complainant visited one of the Provider's branches on **23 March 2018**. The staff member whom the Complainant dealt with has prepared the following statement:

"[The Complainant] came into the ... branch on 23 March 2018. She expressed her dissatisfaction regarding her dealings with [the Provider] as she had not received a call back she was promised. The customer referred to money she had received into her account from [the healthcare provider] and explained it disappeared the following day. She stated that she was told this was a 'blip' in the Banks systems. I recorded the customer's dissatisfaction on our internal Complaints system and explained that there was an issue with incoming payments on the 6th March. I had no further dealings with the customer regarding this issue."

Analysis

The Complainant maintains the position that a credit transfer appeared in her account on **5 March 2018** and then disappeared. The Provider disputes the date the credit transfer was initially posted to the Complainant's account. The Provider states the funds transferred to the Complainant's account on **6 March 2018** but due to a bookkeeping issue, did not post to the account until **7 March 2018**. As can be seen from the account statement, the credit transfer posted to the Complainant's account on **7 March 2018**.

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While the Complainant contends that she saw the funds in her account on **5 March 2018**, there is no evidence to support her position. In actual fact, the evidence indicates the credit transfer occurred on **6 March 2018**.

First, the Provider experienced a bookkeeping issue on **6 March 2018**, there is no evidence of any issues on **5 March 2018**. Second, the first time the Complainant mentioned **5 March 2018** was in her letter of complaint dated **13 March 2019**, and did not seek to correct the Provider's findings regarding **6 March 2018** in its Final Response letter dated **9 April 2019**. Third, in her Complaint Form, the Complainant states *"On the 6/3/18 a lodgement as I thought from [the healthcare provider] was in my account ..."* Fourth, the Complainant has not furnished any evidence or documentation from the healthcare provider to show the credit transfer took place on **5 March 2018**. Fifth, during the telephone call on **7 March 2018**, the Complainant advised the Provider's agent *"... there was a lodgement yesterday from the [healthcare provider] of €262 and that seems to have disappeared."* In the context of the conversation, *yesterday* was **6 March 2018**. Sixth, during the telephone call on **9 March 2018**, the Complainant states *"... [o]n Tuesday money disappeared from my account."* Later in the call the Complainant states *"... [o]n Wednesday or whatever day the money disappeared out of my account ..."* Thus, there is no mention of **Monday, 5 March 2018**. The earliest date mentioned by the Complainant, prior to her letter of complaint, was **6 March 2018**.

When the Complainant first contacted the Provider on **7 March 2018**, she was immediately advised there was a technical issue with customers' accounts and the Provider hoped to have it resolved within the next few hours. The issue was in fact resolved later that night with the credit transfer appearing in the Complainant's account on **7 March 2018** as can be seen from her account statement. The Provider also explained the bookkeeping issue in its Final Response letter. Accordingly, I do not accept the Complainant's submission that the Provider told her *"... what I was talking about never happened and that the bank had no issues on that day with any lodgements disappearing from people's accounts."* There is also no evidence to suggest the Provider lied to the Complainant.

The Complainant explains she contacted the Provider's customer service helpline several times *"... at an enormous cost"* In an email to this Office dated **20 May 2020**, the Complainant states *"... may I suggest that [the Provider] listen to the ten other phone calls I made regarding same."* While the Complainant states she contacted the Provider several times, there is no evidence to support this position. The Complainant has not provided any details of the dates or times she contacted the Provider nor has she furnished any telephone records to prove the alleged calls were made.

However, during the telephone calls which were recorded as having taken place on **7 March 2018** and **9 March 2018**, the Complainant requested that the Provider give her a call back regarding the bookkeeping issue. On each occasion, the Provider's agent indicated that the Complainant would be contacted. This never occurred. Therefore, I accept the Provider's conduct fell below that expected of the Provider in the circumstances, and that it should have followed up with the Complainant.

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It is not disputed by the Provider that a bookkeeping issue arose. I am satisfied this issue occurred on **6 March 2018**. This resulted in the delayed posting of a credit transfer to the Complainant's account by one day. While this caused the Complainant's account to become overdrawn, no charges or fees were incurred as a result of the bookkeeping issue. However, I accept the delay in the credit transfer caused inconvenience for the Complainant and disrupted her day out with her friends.

Goodwill Gesture

The Provider explains that:

"In light of the service the Complainant experienced in the Provider's failure to return a telephone call to her as promised and given the issue the Complainant experienced forming the subject matter of the complaint, the Provider wishes to increase its offer to €750 in full and final settlement of the complaint. ...

The Provider again apologises unreservedly for the inconvenience caused on this occasion and the shortcomings in the level of service the Complainant experienced."

I consider this goodwill gesture offered by the Provider to be a reasonable sum of compensation for its customer service failings.

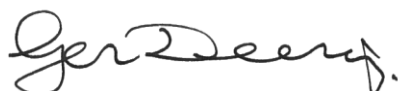
I note the Complainant, in her e-mail to this Office dated 2 September 2020, advised that *"if the offer of €750 was still available, she was happy to accept it"*.

For the reasons set out in this Decision, and on the basis that this offer remains available to the Complainant, 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.



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FINANCIAL SERVICES AND PENSIONS OMBUDSMAN

23 September 2020

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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.

