



<u>Decision Ref:</u>	2021-0454
<u>Sector:</u>	Banking
<u>Product / Service:</u>	Current Account
<u>Conduct(s) complained of:</u>	Dissatisfaction with customer service Complaint handling (Consumer Protection Code) Failure to process instructions Maladministration
<u>Outcome:</u>	Upheld

LEGALLY BINDING DECISION OF THE FINANCIAL SERVICES AND PENSIONS OMBUDSMAN

This complaint arises out of various customer service issues associated with the Complainant's account held with the Provider.

The Complainant's Case

The Complainant submits that on two separate occasions leading up to two separate bank holiday weekends, the Provider informed the Complainant on the Friday before, that he would not be able to access the funds in his account until the Tuesday following the bank holiday. The Complainant states that on one of these occasions, during a 'half an hour' phone call, he was advised that he should have taken "Thursday off to take funds out". The Complainant states that on the second bank holiday weekend, his account was frozen due to a security issue which had been rectified two weeks earlier.

The Complainant submits that on another occasion and following the death of his mother, he requested that the Provider issue bank statements to him for funeral assistance costs. The Complainant states that the Provider 'ignored the request over a fortnight, after numerous requests and informing them of situation'. The Complainant states that during "countless phone calls I was made feel like dirt by the ignorance of the callcentre".

The Complainant submits that additional issues include 'transfers missing full reference numbers and upon numerous requests for it to be included, was ignored and lost out on what

was there". He also submits that the Provider "*claim[s] they gave me free banking service, except I had asked for closure of account, close to a year before they closed it!*"

The Complainant states that the €100.00 compensation payment made by the Provider to his account would not cover the cost of phone calls he has made to the Provider, as each call '*was around 30mins made from my mobile phone*'.

The Complainant is seeking compensation

"to cover costs of telephone calls, that I have no record of, but they do, the loss of 2 bank holiday weekends stuck in a hospital with a loved one, with no money to even get a hot drink or food."

The Provider's Case

The Provider's position in respect of the Complainant's inability to access funds over two bank holiday weekends, is that although the Complainant was without his replacement debit card, he did withdraw cash using the Provider's 'Emergency Cash' process.

The provider says that on **24th May 2020** the Complainant's card was reported as having been "*swallowed by an ATM*" and while awaiting his replacement card, he still had access to withdraw funds by requesting a code from the call centre or the Provider's online banking system.

The Provider acknowledges that on **8th June 2019**, the Complainant was not able to access his funds via an Emergency Cash withdrawal, due to the system being 'down'. Although the Complainant was still able to request the code online through the Provider's online banking system, it is not apparent that this option was advised to the Complainant. The Provider submits that the Complainant is a user of the Provider's online banking services and could have obtained the requisite code online. Alternatively, the Provider submits that the Complainant could have made a transfer to another account via a SEPA Credit Transfer using Online Banking, an option he availed of on **8th June 2019**.

The Provider submits that the delays the Complainant experienced in receiving his replacement debit card were due to his address not being correct on the system. The Provider submits that it is the Complainant's responsibility to keep his contact details up to date with his financial service providers, to facilitate the provision of good service. During a telephone conversation **5th June 2019**, the Complainant alleges that he was misadvised by a Supervisor, of the process involved in updating his address; the Provider submits that it does not have evidence of this. It is the Provider's position that the Complainant was advised of the process to change his address, but he did not submit a completed 'Change of Address' form or the proofs required, to update the address on file.

In respect of the Complainant's submission that during the second bank holiday weekend, his account was frozen due a security issue that had been rectified two weeks earlier, the Provider confirms that on **25th July 2019**, a stop was placed on the Complainant's card,

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because the transaction detected was deemed to be suspicious or not in line with the Complainant's spending habits.

The Provider's position is that this was not a security issue but a measure taken to militate against fraud. The Provider says that once the Complainant confirmed the genuine nature of the transaction, the stop was lifted. The Provider submits it does not have evidence of a similar issue being raised two weeks earlier.

In respect of the Complainant's submission that his request for a current account statement was ignored by the Provider, the Provider submits that it has not found any evidence that such a statement was requested during the period referred to in the present complaint. The last statement request apparent to the Provider occurred in **October 2018** and although it was delayed in being received by the Complainant, the Provider notes that statements can be downloaded instantly at any time, through the online banking service.

The Provider notes that as the Complainant is a "paperless" customer, if he wishes to change his preferences to receiving paper statements it is open to him to do so, via the online banking system. The Provider notes that in respect of the above mentioned statement requested in **October 2018**, the Complainant was incorrectly advised that it would take 3-5 working days to be delivered, when in fact it can take 7-10 days for delivery.

The Provider acknowledges that on four occasions, the Complainant requested calls back from Supervisors and that these calls did not take place. It submits that its records show that these requests were sent by agents in its call centre, but were not actioned by Supervisors. This was due to a lack of handovers between shift changes, an issue which it states has since been rectified.

In respect of the Complainant's submissions regarding *"transfers missing full reference numbers and upon numerous requests for it to be included, was ignored and lost out on what was there"*, the Provider submits that it does not have any information around missing reference,s or the impact referred to.

The Provider states that the transfers referred to by the Complainant relate to a period outside the period of the present complaint. It submits that where, as in the present case, a longer reference number than the one required by a supplier, is submitted, this may prevent funds being applied and this is not the fault of the Provider.

In respect of the Complainant's submission that he had requested to close his account, the Provider submits that it has not received such a request.

In relation to the Complainant's request that he be reimbursed for the costs of phone calls made to the Provider's call centre, it submits that it only tracks the 'talk time' of a call and is unable to tell how long an individual was 'on hold' waiting to speak to an agent. It submits that this was the reason for its request for copies of call logs from the Complainant.

The Provider's position is that the Complainant has failed to fully engage with it, in respect of this complaint and has not provided the supporting documentation or correspondence he alleges to have sent, to facilitate the Provider's full investigation of the complaint.

The Complaint for Adjudication

The complaint is that the Provider failed to provide an adequate level of customer service to the Complainant on various occasions.

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 **27 October 2021**, 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. Following the consideration of additional submissions from the parties, the final determination of this office is set out below.

I note the following chronology of events in relation to this complaint:

- **8th July 2018:** Complainant submits online query about making an online transfer
- **18th October 2018:** Complainant submits online query about a transfer he is attempting to make. A reference number is submitted. The Provider responds providing a more complete reference number.
- **22nd October 2018:** Complainant submits online query to Provider requesting a six-month statement stating that *"it is needed since last week"*
- **24th May 2019:** Complainant telephones to advise that his card was 'swallowed' by an ATM. A replacement card was issued to the Complainant's registered address that

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day. Complainant is told it will take five to seven business days to be delivered. Complainant asks if he can pay for express delivery to shorten the timeframe. Provider states that this is not possible. Complainant also requests emergency cash code, which was provided. Complainant calls again requesting confirmation of the code as he noted it incorrectly.

- **28th May 2019:** Complainant calls requesting another emergency cash code. He enquires about replacement card. Agent confirms it was dispatched and he should have it by the end of the week.
- **31st May 2019:**
 - o Complainant calls Provider requesting an emergency cash code
 - o Complainant submits query to the Provider online
- **1st June 2019:** Complainant calls advising he has not yet received the card despite being told it would be delivered within three to five business days. Complainant requests a call back from Head Office and advises that he has been unable to shop online or book holiday flights without his card.
- **4th June 2019:** Complainant calls as he has not yet received a call back from a Supervisor he requested on 1st June 2019. Agent confirms she cannot see an attempt was made to contact him, or that a note was left on his file for a supervisor to contact him. Complainant states he was advised on Saturday (1st June 2019) that he would receive a call from Head Office on the Tuesday (4th June 2019). Complainant notes the expense of the calls to the call centre. Agent queries card and Complainant states that the card could be at home but that he was advised that he would have it in advance of the bank holiday. Agent advises a card could take 10 days as **27th May 2019** was a UK bank holiday. Agent estimates this as the **10th June** for delivery. Agent advises that email has been sent again to query card on behalf of Complainant and a follow up call has been requested. Agent apologises to Complainant on behalf of the Provider.
- **5th June 2019:** Complainant calls requesting his User ID number to facilitate his log into Online Banking.
- **8th June 2019:**
 - o Complainant informs the Provider's agent by telephone that he has still not received his card. The Complainant requests an emergency cash code. The Agent informs him that the system is '*down*' so no code can be given. No alternative method of accessing funds is proposed to the Complainant and he is advised by the Agent that he will be able to obtain a code on Monday. Complainant advises that he works from 7 to 7 and cannot come to the [Provider] during the week, meaning he has to get his cash on a Saturday. The Provider advises that if he had called the day before, on Friday, that he would have been able to access his account.
 - o Agent advises that the delay in respect of the delivery of the card was due to the incorrect address being on file for the Complainant. The Complainant submits that he was told he did not have to take any further steps to confirm his address beyond sending an email. Agent advised that proof of address must be supplied with a Change of Address request and the Complainant would have received emails to this effect. The Complainant is asked and encouraged to reply to these emails to update his address

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- Complainant notes that he was on hold waiting to speak to an agent for 25 minutes. Agent observes this as “weird” as her colleagues were ready and available to take calls.
 - Complainant requests that a supervisor call him in advance of 10am on the following Monday.
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- **13th June 2019:** Complainant calls to activate his new debit card. He again requests that a supervisor call him back
 - **18th June 2019:** Provider reverses its monthly fee charge to the Complainant due to the misinformation provided by the supervisor in respect of the requirements of the Provider’s change of address policy.
 - **28th June 2019:** Complainant calls to advise that his card was blocked when he attempted to register it for use with [merchant]. Agent advises that the Complainant has not registered his new card to use Mastercard 3D Secure, a process used by some sites to shop online. Agent explains the registration process.
 - **3rd July 2019:** Supervisor attempts to call the Complainant back. Provider’s call log states that the line was engaged and an email was sent.
 - **5th July 2019:** Supervisor speaks with Complainant who advises he will be submitting a formal complaint.
 - **17th July 2019:** Complainant calls and asks to speak with supervisor. He advises that he has mislaid the email address he received from the supervisor to which relevant documentation was to be submitted. Agent provides the required email address.
 - **20th July 2019:** Complaint email is received by Provider from Complainant. The Provider’s log notes that this complaint was not referred to the Complaints team until **26th July 2019**
 - **25th July 2019:** The Provider’s fraud investigation team stop the Complainant’s card due to a potentially suspicious transaction. A call to the Complainant is attempted and a voicemail is left. The Complainant returns the call and confirms the transactions are genuine. The stop on the card is lifted.
 - **26th July 2019:** Complaint is received by Complaints team and a formal acknowledgement letter issues to the Complainant.
 - **1st August 2019:** Complainant emails the Provider to advise that he has received two letters. The first letter offers a €30 gesture of goodwill and the second is the formal acknowledgement letter. Provider’s log states that it is unable to identify the origin of the letter offering the goodwill gesture.
 - **2nd September 2019:** Final Response Letter issued to Complainant’s correspondence address
 - **4th September 2019:** €100 goodwill gesture is credited to the Complainant’s account
 - **7th September 2019:** Complainant thanks the Provider for the payment via email and that the *“gratuity doesn’t cover a fraction on what was spent on my phone conversations, never mind the embarrassment or mistreatment of myself!”*.
 - **11th September 2019:** Complainant acknowledges receipt of letter finalising complaint from Provider and states he is unhappy with outcome
 - **October and November 2019:** Complainant calls to advise Final Response Letter has not been received.
 - **29th January 2020:** Complainant lodges complaint with this Office.

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Evidence

*(i) Email from Complainant to Provider's Agent dated **20 July 2019**:*

This email sets out the complaint made by the Complainant to the supervisor. The chronology of events sets out that on **17th July 2019**, the Complainant contacted the Provider to obtain the correct email address to send his complaint, due to his having mislaid it. It states as follows:

"Sorry for delay lost email address for you.

Enclosed are screenshots from my account emails, there are also deleted mails that I can't get and numerous phone calls ranging in price from 20-40 euros.

Included in the phone conversation was a comment "you should have taken out your money on Friday" when complaining about not being able to take out money from my account, when your system was down and on a very expensive call, whilst waiting 10+ minutes on phone and complaining about the wait, the call operator said her colleague was there the whole time, meaning that the person was there but not answering the calls!

With the transfers, I was getting numerous emails from [trading service] saying include reference number and was told by your staff that it was a security measure and that's the way it is, although now it's changed.

When I changed my address and phone number, but only phone number was changed, which led to the 3 weeks without a card and a week for me eating eggs, beans and bread because I couldn't take out money. And the 1 that ripped by heart out, having to explain that I had to apply for funeral assistance because my only income was carer's allowance and needed a headed bank statement, which was requested 3 times and ignored 3 times, during the worst time of my life.

These are just a few things I can remember and have documented, there were numerous digs over phone when giving off about the service. Also, again I sent a transfer and they have left out the reference number, leaving me apologising for your incompetence."

*(ii) Email from Complainant to Provider's Agent dated **1st August 2019**:*

This email elaborates on the complaints being made by the Complainant upon the escalation of the matter to a different team within the Provider:

"I am at a loss concerning this matter. I received 2 letters from ye, 1st was listing of complaints and a 2nd supposedly finalising and ending the complaint. I am not happy with this and also feel slightly insulted by the 30 euro, this amount covers the cost of 1 of over 20 phone calls, never mind 4 days in hospital without access to my funds or

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the full week without access to my funds, having to live on eggs and bread. Or the humiliation on having to beg for a statement that I never received and the numerous apologies I have had to offer in relation to your company not adding the reference number to transactions and them making out it's my stupidity and the general feeling made by your company that I am simply beneath everything...

(iii) *Documentary evidence in relation to the waiting period for a new debit card to be delivered*

1. Email exchange between the Complainant and the Provider between **May 31st 2019** and **1st June 2019**:

The Complainant initiated the following statement:

'Last Friday my card was eaten by an ATM, I ordered a new card and was told that at the very latest it was arriving today. BANK HOLIDAY WEEKEND ahead and NO CARD':

The Provider responded:

"Further to your recent request, due to bank holiday Monday last week in England there will be a delay in the card coming."

The Complainant subsequently replied:

"NO, you said it would be here on or before Friday. Look at all my previous messages in help, 1 of all the entries were dealt with and then there's the emails sent on other matters never dealt with!

I have to go to town to ring ye to get a code every time I need money and it's a bank holiday weekend.

Then ye have the cheek to charge maintenance for nothing but disappointed, continuly!"

The Provider responded:

"Further to your recent request, apologies that you were advised incorrectly but due to bank holidays it will be delayed"

He writes:

"And what am I meant to do for now?"

The Provider responded on **1st June 2019** :

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"...Further to your recent enquiry; if you require emergency funds, you can give us a call on the number below and we can give you an emergency cash code."

The Complainant replied on **5th June 2019**:

"Hi don't cancel card sent out, it arrived today at old address..."

(iv) Documentary evidence in relation to Complainant's requests for a call back from a supervisor

1. Relevant extract from the Provider's call logs on **8th June 2019**:

"Cust call – cust wanted to withdraw money, but there nobody has access to emg code generator, supervisor call back requested"[sic].

2. Email sent by Complainant to Provider on **17th June 2019**:

"Will you get the experienced supervisor to contact the new supervisor and tell him when he tells a customer he will review and contact back that they actually do... Also, 5 euro is an insult in respect of all the queries unanswered and the fact that 2 weeks ago I went to take out money and I was told I couldn't because the system was down and upon complaint was told that I should have tried to take out money the day before??? Waiting on a response from your supervisor."

3. Email sent by Complainant to Provider on **24th June 2019**:

"Another day and still no call?"

4. Email sent by the Complainant to the Provider on **1st July 2020**:

"What is the outcome of my complaint and why has no supervisor contacted me, it's going on 4 weeks no...."

5. Email sent by Provider to Complainant on **3rd July 2019**:

"Further to your recent enquiry; I have attempted to call you today on several occasions but the line appears to be engaged. If you still require a Manager Call back please let us know and we will get back to you promptly."

6. Email sent by the Complainant to the Provider in the email of **3rd July 2019** in which he responds to the Provider's earlier email of **3rd July 2019**:

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"If that was the case, why have I no missed calls or messages stating this, as all calls missed are logged?"

7. Email sent by Complainant to Provider on **16th July 2019:**

"So, still waiting for you to forward the email of the supervisor who I was talking to a couple of weeks ago, as you said you would a few days ago?"

8. Email sent by Complainant to Provider on **21st July 2019:**

"OK, it's 2 weeks now and AGAIN, I am asking you to get [name] the supervisor, who contacted me over 2 weeks ago, to please contact me or to send the email address he gave me. This case is going to the financial ombudsman, if you can't even pass a message on in your company"

(v) Documentary evidence in relation to Complainant's change of address

1. Email correspondence between Complainant and Provider on **5th June 2019** and **7th June 2019:**

"Hi don't cancel card sent out, it arrived today at old address. Can you update account details [new address]."

The Provider responded:

"Further to your recent enquiry; to change your address you need to fill out the change of address form found on [Provider's webpage link]"

The Complainant replied:

"Thanks for your reply but I was talking to a supervisor earlier and he said this would do!"

The Provider replied on **June 6th 2019:**

"Further to your recent enquiry; If you would like to change your address; you need to go to the website, [Provider webpage], click on money and help & support and select How do I close my account or notify you about a change in circumstances and change of name or address. Please download the form and print it out and you need to send back to us by post."

The Complainant responded:

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*"So, you are saying the supervisor/manager is wrong?
He is reviewing all my enquiries that were not resolved and this is likely to be added to the big list".*

On **June 7th 2019**, the Provider wrote to the Complainant:

"Further to your recent enquiry; Can you confirm what your query is?"

The Complainant replied:

"No query, supervisor told me to contact you through mail to confirm my change of address and you would update.....Yet you are saying no?"

The Provider responded:

"Further to your recent enquiry: Below is a link for a change of address. You will need to download the form, fill it out and return to the address provided on the form [hyperlink to Provider's webpage]"

The Complainant responded on **June 16th 2019**:

"Still waiting for the supervisor to respond, it's been over a week?"

The Provider wrote to the Complainant on **June 17th 2019** as follows:

"Further to your recent enquiry; once you will update your address with us your card will be sent out."

The Complainant replied:

"Due to read what is actually written? Supervisor was meant to contact me last week, but 7-9 days later...STILL WAITING???"

On the same day, the Provider wrote to the Complainant setting out the below:

"Further to your recent request: apologies as you have been misinformed about the procedure for the change of address as the supervisor you spoke to is new. I have spoken to our experienced supervisor and she has advised that you will still need to fill out the form to get the address change and she will reverse €5 back into your account for the monthly fee for the inconvenience caused"

2. Relevant extract from the Provider's call logs:

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- **5th June 2019:** *Called customer. He is emailing in his address to us to change it.*
- **18th June 2019:** *Customer misadvised by new leader “*

(vi) Documentary evidence relating to the Complainant's request for a statement

1. Online query submitted by Complainant on **10th October 2018:**

“Hi could you please send me a 6 month statement from 10/10 back please...”

2. Online query submitted by Complainant on **19th October 2018:**

“Hi I needed that statement today but it still hasn't arrived? Could you please make sure it here by Monday. Thanks” [sic.]

3. Online query submitted by Complainant on **22nd October 2018:**

“Hi nothing again in post can you please please send me a 6 month statement from 10/10 it is needed since last week!” [sic].

(vii) Complaint Response Letter dated **3rd September 2019**

This letter refers to the Provider's acknowledgement letter of **26th July 2019** regarding the Complainant's account with the Provider.

The relevant extract from the letter states:

*“I can see that you have experienced numerous technical issues on your account including the inability to access your monies with an emergency cash code. I understand that you requested a statement on numerous occasions but did not receive a response. Also, I acknowledge that the communication by the Customer Service Team to you was not at the level required with long periods without any correspondence. I also note you requested to speak to a supervisor on a number of occasions and while you were called back on **5th June 2019** by [Agent's name] any further requests to speak to a supervisor did not materialise.*

On behalf of [Provider] I would like to apologise for the numerous issues that you have experienced. We would like the opportunity to restore your confidence in [Provider]...

I would also like to apologise for the poor response and lack of customer services you have received. The following steps have been taken to address these issues:

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- *Additional processes and procedures have been put in place around escalating issues and communication between our customer service team and level 2 support*
- *Additional training has been provided to the customer service representatives along with additional Supervisor training.*

I have credited your account with €100 as a goodwill gesture without prejudice.”

(viii) Audio Evidence

A substantial amount of audio evidence was submitted to this Office as part of the complaint in question.

In respect of the call that took place on **5th June 2019**, the Provider log states that ‘*Customer advises he will email in a ‘Change of Address’ form. Having listened to the audio evidence of this conversation however, I am conscious that no reference is made to a Change of Address form.*

In respect of the call that took place on **8th June 2019**, I note the following exchange:

Agent: *The Emergency Code system is down now*

Complainant: *So I can’t take money out of my account?*

Agent: *You can call us back on Monday.*

Complainant: *I can’t have money until Monday?*

Agent: *Unfortunately, no, from this account, no*

Complainant: *You’re a bank and you have my money, and you won’t give me my money?*

Agent: *Your card is issued but you haven’t received it yet...currently...the system is not working, unfortunately until Monday.*

Complainant: *I need food, you can see on the account my card got swallowed 3 weekends ago.*

[...]

It got posted from the old address to my new address, I’m still without a card, I need to take out money. It’s a Saturday, I have a day and a half until I go back to work...

Agent: *I’m really sorry for this convenience. That is not possible right now. You don’t have your card, basically, it’s not possible.*

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Complainant: *How can I take out money now?*

Agent: *You don't have your card, basically it's not possible*

Complainant: *Where am I meant to pull a card out of? Where am I meant to get the card out of?*

Agent: *...unfortunate situation, right now is Saturday, if you would have called yesterday this would be possible but today there is some issues. I'm writing in a note that if you wanted to withdraw some money but there was no possibility to do it today. I am leaving a note but I know it's not going to help you right now.*

Complainant: *What does that do for me?*

Agent: *It's not going to help you but it's the only thing I can do right now for you*

Complainant: *Put a note and tell that Supervisor, whoever he is, to ring me before 10 o'clock on Monday morning*

[...]

I was on hold for 25 minutes before you even answered the phone

Agent: *That's weird, because my colleague was here*

Complainant: *Do you want to put that note down on the system as well?*

Analysis

I am satisfied on the evidence that the customer service supplied by the Provider to the Complainant was deficient in a number of ways.

The Provider says that the Complainant failed to engage with the Provider in furnishing a correct and updated address. However, when he was eventually contacted by a supervisor agent of the Provider, after repeated requests for such a call, he provided his correct address to this agent to enable the dispatch of his new card. The Provider's agent failed to inform him that a form would also be required to complete the address update process on its system.

While I do not think it was reasonable for the Complainant to simply ignore the subsequent repeated requests from the Provider to complete the 'Change of Address request', as reproduced under 'Evidence', above, this confusion would have been avoided if the Provider had appropriate standard operating procedures in place. When a request for a replacement

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card is made of the Provider, one would expect that efforts would be made to verify the customer's address. No attempt was made however by the Provider's agent to verify the Complainant's address during its initial telephone call on **24th May 2019**. This is disappointing.

During the telephone conversation on **8th August 2019**, a Saturday, the Complainant was informed that the emergency code system was 'down' and that he would not be able to access his money until the following Monday.

It is clear from listening to this conversation that the position the Complainant found himself in caused him a great deal of distress and frustration. It is abundantly clear that the Provider failed to inform the Complainant that other options were in fact available to him in respect of accessing his money; the Provider acknowledges in its submissions that the Complainant would have been able to request an emergency code online through his online banking facilities. This was not however suggested to the Complainant, which is unsatisfactory as it could have considerably eased his mind, as he was under significant personal pressure at the time owing to the medical condition of his [relative].

The option to transfer funds to a third-party account via SEPA transfer was also not communicated to the Complainant, despite the fact that he did in fact avail of this facility on that date. Instead, the Agent in question informed the Complainant that the only option was to "*call us back on Monday*". The Agent went further, stating that "*if you would have called yesterday this would be possible*". This statement was of no assistance or benefit to the Complainant at what was clearly a distressing time for him and if anything, only served to antagonise the Complainant during the call.

It is also abundantly clear from the documentary evidence outlined at 'Evidence' above, that the Complainant made numerous requests of the Provider to have one of its supervisors call him back. These requests were made during several of the phone calls between the Complainant and the Provider's agents, and via email on multiple occasions. However, the calls did not materialise. This demonstrates a level of service that is very disappointing and was not in accordance with the Provider's obligations under the relevant consumer protection framework.

In respect of the Complainant's request that he be reimbursed for the costs associated with the lengthy phone calls he placed with the Provider, I find it notable that the Provider does not possess data information in respect of the length of time its customers must wait before reaching an agent. It is surprising that this information is not in the possession of the Provider, so as to enable it to assess its own customer response levels. Again, this is very disappointing. As it happens, neither party to this complaint has supplied evidence in respect of the full length and cost of these calls.

Furthermore, it is apparent from the Provider's submissions that it does not possess information around missing references, or their impact upon the Complainant as referred to in his submissions. It is notable that the Complainant also did not provide any documentation to support this claim.

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With regard to the Complainant's submissions in respect of the Provider's failure to furnish bank statements within a reasonable timeframe in October 2018, it seems that the Provider had an insufficient system of customer support in place at that time, which it acknowledged and apologised for in its Final Response Letter dated **3rd September 2019**. However, it has also been demonstrated by the documentary evidence outlined above that the Complainant did avail of online facilities and could simply have downloaded the required statement from his online area on the Provider's website.

I am satisfied that the Provider's final response letter contains a sincere apology for these deficiencies and its failures in its dealings with the Complainant. It sets out the fact that steps have been taken by the Provider to ensure that its procedures are improved. This is very welcome.

I acknowledge the €100 that was immediately credited to the Complainant's account as a goodwill gesture, but I do not consider that gesture to have been appropriate in all of the circumstances, given the numerous issues that had arisen.

In those circumstances, I consider it appropriate to uphold this complaint as the Provider's customer service to the Complainant fell short of the appropriate standard, and in that regard the Provider's conduct in my opinion, was unreasonable, within the meaning of **Section 60 (2)(b)** of the **Financial Services and Pensions Ombudsman Act 2017**.

In those circumstances, I consider it appropriate to uplift the figure credited by the Provider to the Complainant, and to do so by directing the Provider to make a compensatory payment to the Complainant of an additional sum, confirmed below. Since the preliminary decision was issued by this Office in October 2021, the Complainant has emphasised the pressure he was under at the relevant time, which was indeed unfortunate. The Provider was not responsible for the Complainant's personal circumstances, but I take the view that those circumstances could have been significantly alleviated, if the Provider had demonstrated an adequate level of customer service to him.

Conclusion

- My Decision pursuant to **Section 60(1)** of the **Financial Services and Pensions Ombudsman Act 2017**, is that this complaint is upheld on the grounds prescribed in **Section 60(2)(b)**.
- Pursuant to **Section 60(4) and Section 60 (6)** of the **Financial Services and Pensions Ombudsman Act 2017**, I direct the Respondent Provider to make a compensatory payment to the Complainant in the sum of €300 (three hundred Euro), to an account of the Complainant's choosing, within a period of 35 days of the nomination of account details by the Complainant to the Provider. I also direct that interest is to be paid by the Provider on the said compensatory payment, at the rate referred to in **Section 22** of the **Courts Act 1981**, if the amount is not paid to the said account, within that period.

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- The Provider is also required to comply with **Section 60(8)(b)** 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
Deputy Financial Services and Pensions Ombudsman

30 November 2021

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.