



<u>Decision Ref:</u>	2021-0500
<u>Sector:</u>	Banking
<u>Product / Service:</u>	Cheques
<u>Conduct(s) complained of:</u>	Failure to provide product/service information Dissatisfaction with customer service Failure to process instructions in a timely manner
<u>Outcome:</u>	Rejected

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

This complaint concerns the Complainant's attempt to lodge a cheque to her current account, held with the Provider.

The Complainant's Case

The Complainant submits that on **28 November 2019**, she attended at a branch of the Provider to lodge a cheque to her current account. The cheque was made payable to her in the sum of €10,000.00. The Complainant states that the Provider refused to lodge the cheque into her account as "*the cheque was uncharacteristic*" for the past 6 months activity on the account.

The Complainant submits that the cheque represents rent from her tenant, which is paid at the end of each year in one lump sum. The Complainant states that she has been making such end of year rental income lodgements into her account since 2012 without any previous difficulty and each year the annual transaction had been marked on the account as "*rental income*" from the tenant.

The Complainant states that she explained to the Provider's representative within the branch on **28 November 2019** that by looking into the account history over the previous twelve month period they would see a record of a similar transaction on the account and she submits that the Provider's representative refused on the day to search back further than six months on the account.

The Complainant states that she was informed by the Provider's representative within the branch that the Provider would send the cheque "*for collection*" and that this process could take up to six weeks or the Complainant could ask the tenant to make the payment directly into the bank account via bank transfer.

The Complainant submits that the Provider's representative would not explain to her what was meant by the term "*uncharacteristic*" and she submits that there is nothing untoward on the account to warrant the Provider's refusal to lodge the cheque immediately. The Complainant submits that the Provider's representative informed her that had she tried to lodge the payment as two separate cheques of €5,000.00 each they would be treated in the same manner by the Provider.

The Complainant submits that the manner in which the Provider treated her on the day that she presented the cheque was very embarrassing as a number of other customers in the bank at the time were able to hear the conversation regarding the Provider's refusal to lodge the cheque.

The Complainant submits that when she left the branch she telephoned the Provider and spoke with its customer care department at which point she lodged a complaint regarding the matter. The Complainant states that during this call she was informed that the branch manager would call her later that afternoon or the following morning and that she would also receive a letter from the Provider's complaints department within five days.

The Complainant submits that, contrary to what she had been informed, the Provider's branch manager failed to contact her and that on **5 December 2019** she tried to telephone the complaints department without success so she wrote the Provider a reminder letter on the same day.

The Complainant submits that on **9 December 2019** she received a letter from the Provider which informed her that the complaint would be investigated and that it would revert to her again by **30 December 2019** and that if it was unable to provide a full response at that time, it would advise her "*if more time is needed*" to investigate the complaint.

The Complainant maintains that as the Provider could view all of the relevant records on the account by a *"click of a button"* it was not necessary to take such a long time to investigate the matter and she submits that in the meantime the cheque in question had not been lodged to her account.

The Complainant submits that she wrote to the Provider to outline her dissatisfaction regarding its delay in dealing with the complaint in a meaningful way.

The Complainant submits that on **17 December 2019** she received a telephone call from the Provider's complaints department and that during this call she had queried what had been *"uncharacteristic"* about the account in question and if the Provider had a policy that all cheques of €10,000.00 for lodgement are sent through a lengthy *"collections process"* instead of being lodged directly to a customer's account.

The Complainant states that the Provider informed her during the call that it was the Provider's *"internal procedures"* which it was not compelled to disclose to her.

The Complainant submits that to date the Provider has failed to inform her what is meant by the term *"uncharacteristic account"* and she submits that its refusal to explain its action towards her is unfair and discriminatory.

The Complainant states that the bank account in question has been negatively profiled by the Provider without any explanation and it remains unclear to her if future cheques will be treated in the same manner by the Provider.

The Complainant submits that the Provider must disclose to her in writing what Anti Money Laundering Regulation and Guidelines were specifically applied to the account on **28 November 2019** when it refused to lodge the cheque directly to the account and she submits that, while this issue remains outstanding, she does not accept the compensation being offered to her by the Provider as full and final settlement of the dispute.

The Complainant wants the Provider to give an explanation as to what it meant by the term *"uncharacteristic"* in relation to the account and the cheque that she wished to lodge, as well as a written apology and an assurance that this will not happen again. The Complainant is also seeking monetary compensation for the embarrassment, distress and inconvenience that the matter has caused her.

The Provider's Case

The Provider submits that all of its staff must follow all procedures and processes that are in place to ensure it is compliant with relevant regulations and guidelines (including legal regulatory requirements under Anti Money Laundering legislation), to establish the source of funds being lodged to all of its customers' accounts.

The Provider submits that this process is in place to ensure the protection of all its customers and their accounts and to prevent the financial system being used for money laundering and has cited terms and conditions for the account which it states permit it to refuse to credit a customer's account with a payment if it believes the payment may be fraudulent or unlawful. However, the Provider has stated that it does not believe the cheque which the Complainant sought to lodge was anything other than genuine.

The Provider states that the Complainant was advised when attempting to lodge the cheque that *"the cheque would be sent to the issuing bank as part of our collection process to request payment which meant the branch could not confirm how quickly the funds would be credited to your account"*.

The Provider states that the recollection of the staff member in question is that she described the lodgement as *"out of character"*. The Provider states that she would have been in a position to check transactions on the account for the previous 12/24 months.

The Provider submits that the correct collection process was followed in this instance.

The Provider apologised for not contacting the Complainant after she had requested a call back.

In an email to this office on **4 June 2020** the Provider made a settlement offer of **€1,250.00** *"for the distress and inconvenience this matter has caused to our customer"* as full and final settlement of the complaint.

The Provider states that the Complainant was advised that the cheque could not be accepted for lodgement to the Complainant's account but that it could have been sent *"on collection"*. The Provider notes that the Complainant has not attempted to present the cheque since 28 November 2019.

The Provider states that it does not divulge details of its specific policies and procedures in relation to Anti Money Laundering as this would be commercially sensitive.

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The Provider states once the Complainant had advised the cashier of the source of funds, the cheque should have been lodged, but that “*unfortunately* [the cashier who dealt with the Complainant on 28 November 2019] *failed to correctly deal with the Complainant’s lodgement request*”.

In its responses to this office, the Provider (by email on **22 June 2021**) increased this offer to **€2,500.00**.

The Complaint for Adjudication

The Complainant’s first complaint is that the Provider has wrongfully and/or unfairly refused to lodge the cheque to her nominated bank account noting it as “*uncharacteristic*” without any explanation to her regarding same.

The Complainant’s second complaint is that the Provider failed to deal with her complaint in an acceptable manner.

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 9 September 2021, outlining my preliminary determination in relation to the complaint. The parties were advised on that date, that certain limited submissions could then be made within a period of 15 working days, and in the absence of such submissions from either or both of the parties, within that period, a Legally Binding Decision would be issued to the parties, on the same terms as the Preliminary Decision, in order to conclude the matter.

Following the issue of my Preliminary Decision, the Complainant made a submission to this Office under cover of her e-mail dated 21 September 2021, a copy of which was transmitted to the Provider for its consideration.

The Provider advised this Office under cover of its e-mail dated 29 September 2021 that it had no further submission to make.

Having considered the Complainant's additional submission and all submissions and evidence furnished to this Office by both parties, I set out below my final determination.

On **28 November 2015** the Complainant attended in a branch of the Provider seeking to lodge a cheque, made out to her, in the amount of €10.000.00.

The Complainant states that the cashier told her that the cheque could not be lodged as the transaction was "*uncharacteristic*" for the account. The cashier's recollection is that she said it was "*out of character*". I do not believe it is necessary to resolve this evidential dispute as, either way, the inference that was taken by the Complainant would have been the same – that is, that there was a suspicion of something untoward about the transaction.

Anti Money Laundering (AML) legislation and regulations (including the ***Criminal Justice (Money Laundering and Terrorist Financing Act) 2010***) require a bank to establish the source of funds being lodged to customer accounts. I accept that these requirements exist to protect all customers and the integrity of the financial system in general. I also accept that the Provider is entitled to refuse to furnish its specific procedures in that regard – to do so could compromise the security of the procedures themselves.

Although I fully understand why the Complainant would have been upset, I accept it was a reasonable step to query the cheque, at the outset.

However, I believe that once the Complainant identified the source of the funds (rental income), the Provider's agent should have progressed the lodgement.

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Secondly, even if the cashier reasonably remained on inquiry as to the source of funds, she was in a position to verify the Complainant's contention that similar transactions are made on the account each year, but did not do so.

I note from the account statements furnished to this office by the Provider during the course of this complaint that an identical transaction (marked "ANNUAL RENT CHQ IN") was made almost exactly one year before, on **30 November 2018**.

The failure to go back through the account history further than six months to verify the Complainant's contention in this regard would understandably have been both frustrating for the Complainant and embarrassing if other customers were within earshot or nearby.

At this stage, the options given to the Complainant were to lodge the cheque "on collection" (with a longer clearing process) or to organise a bank transfer from the tenant instead of payment by cheque.

It is unclear to me where the timeframe of six weeks for cheque clearance came into being – if that is what was said to the Complainant in branch it would appear to be an excessive amount of time for a cheque to clear (both drawee and payee bank being in Ireland), and it would have been understandable for the Complainant to be taken aback by this.

In the event, the bank statements appear to show that the €10,000.00 was lodged to the Complainant's account by way of two bank transfers (€1,000.00 on **13 December 2019** and €9,000.00 on **3 January 2020**).

As regards the first complaint – that the Provider wrongfully and/or unfairly refused to lodge the cheque to her nominated bank account noting it as "uncharacteristic" without any explanation to her regarding same – I accept that the Provider's cashier, although entitled (and obliged) to follow AML procedures, did not do so correctly on this occasion, and that this represented an unacceptable level of customer service.

Complaint Handling

After the events in branch, on the same day (**28 November 2019**) the Complainant rang the Provider's customer care helpline regarding her interaction in branch.

During a call on **28 November 2019** the Complainant explained that the branch had refused to lodge the cheque to her account in branch and that she was extremely embarrassed by the episode. The Provider's telephone agent was unable to contact the branch in question and discussed the matter with another member of the customer complaints department.

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That second staff member then discussed the matter with the Complainant and explained that his department would liaise with the branch to investigate the complaint and respond to the Complainant.

The Complainant stated that she required the lady in branch to “*be accountable*” and to put the basis of her refusal to accept the cheque in writing, and did not want a generic response containing “*chunks of legislation*”. The Complainant explained that the cheque was an annual lodgement from the proceeds of rental income, and the staff member refused to check the account further back than three or six months. She was given a complaint reference number and told if the investigation was not completed within five working days she would receive an acknowledgement and update as per regulatory requirements, and an update in relation to how the proceeds of the cheque can be lodged would be forthcoming. The Complainant was advised that the complaint itself would likely be dealt with on a different timescale to the issue in relation to how to lodge the proceeds of the cheque to the account, which the Provider’s agent believed to be the more urgent matter.

During this call, the Complainant asked that the branch contact her, by email if a telephone call did not get through, but the discussion got diverted by the process of updating contact details. In fact, and although a failure to arrange a promised call back forms part of this complaint, during this call the Complainant was not actually promised a call back from the branch.

Section 10.9 of the **Consumer Protection Code 2012** (as amended) (“the CPC”) contains the following requirements of a provider in its investigation of a complaint:

“A regulated entity must have in place a written procedure for the proper handling of complaints. This procedure need not apply where the complaint has been resolved to the complainant’s satisfaction within five business days, provided however that a record of this fact is maintained. At a minimum this procedure must provide that:

- a) the regulated entity must acknowledge each complaint on paper or on another durable medium within five business days of the complaint being received;*
- b) the regulated entity must provide the complainant with the name of one or more individuals appointed by the regulated entity to be the complainant’s point of contact in relation to the complaint until the complaint is resolved or cannot be progressed any further;*

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- c) *the regulated entity must provide the complainant with a regular update, on paper or on another durable medium, on the progress of the investigation of the complaint at intervals of not greater than 20 business days, starting from the date on which the complaint was made;*
- d) *the regulated entity must attempt to investigate and resolve a complaint within 40 business days of having received the complaint; where the 40 business days have elapsed and the complaint is not resolved, the regulated entity must inform the complainant of the anticipated timeframe within which the regulated entity hopes to resolve the complaint and must inform the consumer that they can refer the matter to the relevant Ombudsman, and must provide the consumer with the contact details of such Ombudsman; and*
- e) *within five business days of the completion of the investigation, the regulated entity must advise the consumer on paper or on another durable medium of:*
 - i. *the outcome of the investigation;*
 - ii. *where applicable, the terms of any offer or settlement being made;*
 - iii. *that the consumer can refer the matter to the relevant Ombudsman, and*
 - iv. *the contact details of such Ombudsman.”*

On **4 December 2019** – four working days after the complaint was made – a Complaint acknowledgement letter issued, in accordance with section 10.9(a) of the CPC, with a named staff member (in accordance with Section 10(b) of the CPC) undersigned, and an indication that the Provider would “*be in touch*” again by 30 December 2019, either with a full response or an indication that more time is needed, if necessary (in accordance with Section 10(c) of the CPC).

On **5 December 2019** the Complainant followed up by telephone with the Provider. She had received what she described as a “*generic type letter*” and wished to speak with the person who had signed the letter. She was told that the person who had signed the letter did not appear to be at his desk, and the telephone agent did not know when he would be back but would ask him to call her. The Complainant insisted on holding to wait for the relevant staff member to become available. After a number of minutes on hold, the Provider’s telephone agent came back on to the line to explain that there was no sign of the relevant staff member yet and asked would the Complainant prefer to receive a call back, but it appears that the call had disconnected.

After this call the Complainant wrote to the Provider's Customer Care Department, stating that she had been advised on 28 November 2019 that she would receive a written explanation from the manager of the branch "*that afternoon or the following day*" and that she would receive a letter from the complaints department within five days (this was day five). The Complainant also stated that if she did not hear back from the Provider within five days she would be referring the matter to her legal advisors.

Having considered the recording of the call of the 28 November 2019, I am satisfied that the Complainant was not in fact promised a call back or written explanation from the branch manager that afternoon or the following day, however due to the manner in which the discussion flowed, I can understand how the Complainant formed that impression.

The Provider issued the acknowledgement required under Section 10.9(a) of the CPC on day four after the complaint was lodged, and it appears the Complainant had received it before making the telephone call (it is specifically referred to in the call as being a generic response).

These are perfectly understandable discrepancies – the Complainant was frustrated that she had not received an explanation, but rather what she felt was the very species of generic response she had asked not to receive. However, and although the Complainant may reasonably have felt it was a generic response, I do not find that the sending of the complaint acknowledgement letter as required under the CPC to be unreasonable, inappropriate or in any other way wrongful conduct on the part of the Provider.

On **9 December 2019** the Complainant called the Provider on two occasions. During the first call, the Complainant was placed on hold for just over ten minutes. At the end of the hold period the Provider's agent came back onto the line to explain that the person who had signed the letter "*is not there*", however it appears that the call had disconnected.

The Complainant called back within a minute or so, and was again placed on hold so that the telephone agent could find the person who had signed the letter. After just under two minutes, the Complainant was told that the case had been "*reallocated*" back to the original telephone agent. The Complainant stated that "*all it would take*" is five minutes for someone to discuss the matter with the branch and resolve this, and that her cheque remains "*unlodged*" and her tenant had contacted her to enquire as to why the cheque had not yet been lodged. The Complainant was told that she would be contacted "*hopefully*" that afternoon or tomorrow. A discussion followed about which the staff member who would be dealing with it, and the call ended with an indication that the Complainant would receive a call back the following day.

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The following day – **10 December 2019** – the Complainant did not receive a call back as promised. The Complainant wrote a letter to the Provider's CEO detailing what had occurred up to that point. The Complainant's contention, dealt with above, that on 28 November 2019 she was advised she would receive a call from the branch manager that day or the following morning, is also set out in this letter. The Complainant states that she *"should have received an explanation and an apology from the teller's inappropriate behaviour before now"* and noted that the cheque remains unlodged.

On **17 December 2019** the Provider's customer complaints department telephoned the Complainant. The Provider's agent firstly apologised that the Complainant did not receive a call back as promised. From the earlier telephone calls, this appears to be a reference to the promised call back on 9 December 2019. The Complainant expressed her frustration at the failure to call back and at the length of time it was taking for the complaint to be resolved.

The Provider's agent explained that he acknowledged the Complainant's account had a regular annual lodgement of the type that she was attempting to make. He noted that this was the first time that the Complainant had attempted to lodge such a cheque in this particular branch, and although the complaint was that the branch had refused to lodge the cheque, the branch had advised that they had told the Complainant the cheque would have to be sent for collection rather than refusing outright to lodge it to the account. The Complainant wanted to know what was meant by *"uncharacteristic"*, what the implication of this was, and stated that her cheque should not take six weeks to be credited to the account.

The Provider's agent reiterated that the cheque was not refused by the branch, but rather was going to be sent for collection. He explained that the Provider would not explain its internal procedures but agreed that, since the cheque was from another Irish bank and although the teller may have quoted six weeks for clearing, it would not have taken as long as that to clear. He apologised for the inconvenience. The Complainant asked whether or not every cheque for €10,000.00 is referred for collection, and was told that the Provider would not disclose its internal procedures to her. He reiterated that there was no refusal to lodge the cheque, that it was going to be sent for collection if lodged. The Complainant wanted to know why she was singled out for this treatment if not every lodgement of €10,000.00 is queried in this manner.

The Provider's agent again stated that the internal procedure could not be disclosed. The Complainant reiterated that the timeframe for lodgement was not the issue, her issue is that she felt discriminated against and wants to know why. The Complainant felt that this treatment was personal to her and wanted to know why.

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The Complainant was offered a call back from the branch manager in this call, although she made it clear she wanted an explanation in writing. The Provider's agent clarified that an explanation in writing would be forthcoming but the internal policies would not be disclosed, and he could not guarantee it would not happen again. The Provider's agent suggested arranging a wire transfer for the funds in future. The Complainant was outraged by this suggestion and felt that this course of action would represent a serious adverse reflection on her own character. The Provider's agent stated that the "fall down" in this complaint was that the Complainant did not receive a call back, but the complaint in regard to the collection process in the branch was not upheld. The Complainant stated that there is either a policy in place which applies to everyone or there is a policy which has just been applied personally to her. Matters reached an impasse at that point.

In its Final Response Letter dated **18 December 2019** the Provider stated that the correct collection process was followed but apologised for any inconvenience this may have caused. The Provider also apologised for its failure to arrange a call back after the Complainant had requested one. The Provider offered the sum of €100.00 in compensation for distress and inconvenience.

In an email to this office on **4 June 2020** the Provider made a settlement offer of **€1,250.00** "for the distress and inconvenience this matter has caused to our customer" as full and final settlement of the complaint and provided a draft apology for the Complainant's approval as follows:

"Dear

I wish to offer you my sincere apologies in respect of our service shortcomings experienced by you when you visited our [location] branch on 28/11/2019 to make a cheque lodgement to your account. I apologise for any inconvenience or distress this may have caused you.

Following my investigation into your complaint, I note that despite you providing an adequate explanation of the origin that you were lodging to the account, the cashier advised that she could not lodge the cheque directly to your account on that date. This was an error on the cashier's part.

All staff within our branch network must follow all procedures and processes that are in place to ensure we are compliant with relevant regulations. To comply with legal regulatory requirements, we are required, under Anti-Money Laundering Guidelines, to establish the source of funds being lodged to all of our customers' accounts.

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This process is in place to ensure the protection of all our customers and their accounts and to prevent the financial system being used for money laundering. I should state that we do not believe the cheque which you sought to lodge was anything other than genuine.

As you had provided information to the cashier about the origin of the source of funds on the day you visited the branch, (namely that this cheque lodgement was being made annually by you to your account), the cheque should have been accepted and lodged. This was a genuine mistake on our part.

Please be assured that the service shortcomings experienced by you, when you visited our [location] branch on 28 November 2019, were by no means specific to you or your account. The cashier who attended to you on that day was endeavouring to follow the procedures and processes that are applicable to all our customers, but unfortunately failed to correctly deal with your lodgement request.

Please note that feedback has been provided to the cashier in respect of this matter and action has been taken to ensure that a similar sequence of events does not occur. Staff training will be provided where necessary.

As a valued customer, I would like the opportunity to rebuild your confidence in us, and I hope that the resolution of this matter will go some way towards this. As a gesture of good will, I would like to offer the sum of €1250.00 in full and final settlement of this complaint.”

In its responses to this office, the Provider (by email on **22 June 2021**) increased this offer to **€2,500.00**.

The Complainant has not accepted the above offers of redress (or apology), as she would like to know what policy was followed and why it was specifically applied to her.

Analysis

I am conscious that the Complainant throughout this complaint did not wish to be answered with “*chunks of legislation*”, and the Provider has avoided doing so in its responses. However certain legislation and codes of conduct are relevant to the issues that have been raised and it is necessary that I deal with them.

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The CPC requirements for dealing with a complaint have been set out above. The Provider complied with the timelines set out in the CPC. Furthermore, it issued a Final Response Letter 14 working days after the complaint was made. Each complaint is different and requires differing degrees of investigation. I accept that 14 working days constitutes a reasonable period for the handling of the complaint.

The Provider did fail to arrange a call back as promised on **9 December 2019**. This constitutes a falling short in acceptable levels of customer service. The Provider accepted this failure during the next phone call with the Complainant.

With regard to the Complainant's claim of, in essence, discrimination or oppressive and unfair treatment arising out of the cheque lodgement being described as "*uncharacteristic*" and/or the Provider's failure to simply lodge the cheque to the immediate credit of her account, the Provider has relied upon its internal procedures which it is not willing to disclose.

In that regard, the ***Criminal Justice (Money Laundering and Terrorist Financing) Act 2010*** (as amended) obliges a bank such as the Provider to verify, amongst other things, the source of funds into a customer's account both prior to opening an account and prior to carrying out occasional transactions. A bank must have in place its own procedures to ensure that it complies with this legislation. Procedures might include a consideration of the value of the transaction, the source of funds, the currency, the regularity with which certain transactions are made. If a bank were to be required to disclose its specific policies or procedures in this regard, and these policies became available to the public at large, this would be likely to assist persons that they are designed to identify to circumvent those policies.

The AML legislation, and the policies which are in place to comply with it, exist to protect all customers and the financial system as a whole. The implementation of such policies are not personal to any customer. There is no evidence to show that the Complainant was in any way wrongly singled out.

The telephone interactions and the Final Response Letter failed to clearly explain this to the Complainant. However, the draft apology furnished on **4 June 2020** did.

Unfortunately, AML requirements are sensitive and it can be troubling for a customer to be subject to queries on their account, however occasional and/or ill founded, but the policies that implement them are a regulatory requirement and are necessary.

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It is very disappointing that the Provider took so long to acknowledge its error and apologise to the Complainant.

In my Preliminary Decision I stated that I accept that the Provider did eventually acknowledge its error and apologise to the Complainant. I indicated that on that basis and on the basis that it had offered €2,500 in compensation, which I considered to be reasonable in all the circumstances, I did not intend to uphold the complaint.

The Complainant, in her post Preliminary Decision submission, dated **21 September 2021**, expressed her dissatisfaction with this outcome. She details that while my Preliminary Decision noted the failure of the Provider to call the Complainant back and other customer service issues, the Complainant states that her:

“core complaint, from the outset, is my request to know from the Bank what triggered the Bank to refuse to lodge my cheque directly to my account in the usual manner”.

The Complainant continues detailing that she:

“understood that by proceeding with my complaint to adjudication to the Ombudsman, that my complaint would receive a thorough investigation as to why these unaccountable Bank procedures were now being used in my case and explain it to me. To assert the apology is sufficient as a meaningful explanation misses the point”

The Complainant further states that:

“This decision fails to take account of this extraordinary unaccountable right of the Bank to apply criminal legislation to my account without giving me an explanation for so doing or giving me the right to defend myself. The decision fails to weigh up my rights as a citizen and long standing customer of the Bank. It fails to recognise my right to due process, my right to my good name, my privacy rights, and my rights under contract law”.

The Complainant’s post Preliminary Decision submission continues, and it is detailed by the Complainant that:

“The decision, by not upholding my complaint, asserts that I was not wronged that day and did not suffer any loss. I was wronged and I suffered loss.

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To be fair to [the Provider], even the Bank itself subsequently acknowledged that I was treated wrongly that day but unfortunately did not go far enough in its apology to give me a meaningful explanation (as to what it was about my account that triggered the Bank to apply the Money Laundering criminal legislation to it in the first place that day).

It seems to me, that by exercising my rights to proceed to an adjudication in order to vindicate my right to my good reputation, that this decision, in rejecting my complaint, is prejudicing me for not accepting the Bank's offer".

I do not accept that my Decision has in any way "*prejudiced*" the Complainant or "*fails to recognise my right to due process, my right to my good name, my privacy rights, and my rights under contract law*".

As I pointed out in my Preliminary Decision, and in this Decision, in relation to what the Complainant has described as the "*core*" of her complaint, I was furnished with no evidence to demonstrate that the Complainant was in any way wrongly singled out. The Provider has certain regulatory requirements to comply with. While I accept that the implementation of these requirements can be upsetting, I also accept that they are a regulatory requirement which the Provider must comply with.

The Complainant states that she was wronged and suffered loss. My Preliminary Decision, and this Decision, both point out where the Provider made mistakes and where its conduct was unacceptable. The role of this Office is to resolve complaints and to encourage providers to accept when they have got things wrong and put matters right. Where a provider makes a reasonable effort to resolve a complaint, it is the policy of this Office not to uphold the complaint. For the avoidance of doubt, it is not the role of this Office to sanction or penalise financial service providers. That is the role of the Regulator, the Central Bank of Ireland.

While I accept that the Provider could have apologised and offered compensation earlier, I also accept that its ultimate apology and offer of €2,500 were reasonable in all the circumstances of this complaint. It is for this reason, and on the basis that the offer remains available to the Complainant that 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.

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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.

GER DEERING
FINANCIAL SERVICES AND PENSIONS OMBUDSMAN

9 December 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.