



<b><u>Decision Ref:</u></b>	2021-0546
<b><u>Sector:</u></b>	Banking
<b><u>Product / Service:</u></b>	Current Account
<b><u>Conduct(s) complained of:</u></b>	Dissatisfaction with customer service Complaint handling (Consumer Protection Code) Maladministration
<b><u>Outcome:</u></b>	Rejected

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

The Complainant opened a current account with the Provider in **April 2018**. In **November 2018**, it was discovered that this account had been opened using the incorrect customer profile. The account was subsequently closed and a new account was opened for the Complainant.

**The Complainant's Case**

The Complainant's Representative explains that the Complainant opened a bank account with the Provider. The purpose of the account was for personal use and pension payments, and the Complainant intended to use the associated debit card to pay for groceries and the like. On **20 November 2019**, the Complainant's Representative says that the Complainant attempted to use his debit card to pay for groceries at a local supermarket but his debit card was declined. However, the Complainant knew that there were sufficient funds in the account. The Complainant's Representative says the Complainant told the cashier that the card was faulty and that he would withdraw funds from an ATM. The Complainant's Representative advises that the Complainant was also unable to withdrawn funds from the ATM which *"said the card was faulty."*

The Complainant's Representative says the Complainant called to his local Provider branch where the card was confiscated and the Complainant was advised that the account was fraudulent. The Complainant's Representative says the Complainant was told that the

account was not in the Complainant's name *"despite his licence been attached on file to same."*

The Complainant's Representative states that the Complainant was refused access to the money in his account and had to tell the cashier in the supermarket that he was unable to take the groceries. The Complainant's Representative says this was humiliating as there was queue of customers, who were known by the Complainant.

### **The Provider's Case**

The Provider explains that the Complainant opened a personal account on **11 April 2018** which was closed on **28 November 2018 (Account 1)**. The Provider says that when the error the subject of this complaint came to its attention on **23 November 2018**, a new account was opened for the Complainant and this account remains active (**Account 2**).

The Provider says that Account 1 was opened in error under the Complainant's son's profile. The Complainant's son is the Complainant's Representative. On the Provider's computer system, the Provider says the Complainant's son held an account in the same name and address as the Complainant. In order to close Account 1, the Provider explains that it needed the Complainant and his son to sign account closure forms. The Provider says that Account 1 was closed on **28 November 2018** and the funds in this account were transferred to Account 2.

The Provider explains that each customer has a profile in its database which holds their personal and financial details and Account 1 was opened in error under the profile of the Complainant's son. Explaining how this error occurred, the Provider says the Complainant visited one of its branches and met with a staff member who opened Account 1 in the Complainant's sole name through the Provider's 'desktop capability'. In error, the staff member did not check the Complainant's date of birth against system records and this resulted in Account 1 being opened under his son's profile.

While Account 1 was opened under an incorrect profile, the Provider says the account had the same name and address as the Complainant, allowing him to receive payments into the account, set up direct debits and use the debit card to make withdrawals. The Provider says that the Complainant did not receive any alert or notification that the account had been set up incorrectly as the error was only discovered when the Complainant visited one of the Provider's branches to print statements and his debit card would not work for him at the self-service kiosk.

The Provider says it first became aware that the Complainant's account had been opened under the incorrect profile on **23 November 2018** when the Complainant visited the Provider's branch and his debit card would not work. The Provider says the Complainant then met with a staff member who accessed Account 1 and, on investigation, saw that the account was opened on **11 April 2018** under the profile of another customer who had the same name and address as the Complainant. The Provider advises that the Complainant

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required account statements for a meeting he was due to attend with the Department of Social Protection on **26 November 2018**.

The Provider says its staff member gave the Complainant a letter to bring to this meeting advising that the Provider was investigating a situation that was brought to its attention whereby the Complainant had quoted incorrect account details given to him by the Provider. The Provider says that the staff member opened Account 2 for the Complainant and gave him his new account details and explained that he would need to give the Department of Social Protection these details so that his payments from this Department could be paid to his new account. The Provider says its staff member got the Complainant to sign a 'close request form' for Account 1 and advised that she would need to speak to the other person linked to the account profile to have them sign a close request form also. When this was complete, the remaining funds in Account 1 would be transferred to Account 2. The Provider says its staff member asked the Complainant if he needed access to funds in Account 1 to which he responded that he had got his medication and that he did not require any further assistance. The Provider says there is no record of the Complainant mentioning that his debit card had been declined in the supermarket or at the ATM. The Provider says the Complainant's main concern was that he had no statements for his meeting with the Department of Social Protection.

On **27 November 2018**, the Provider says the other person linked to Account 1 visited its branch and signed the close request form and the account was closed on **28 November 2018** with fees of €13.73 being debited from the account and the remaining funds of €563.19 being transferred to Account 2. The Provider says that a goodwill gesture of €50 was agreed with the Complainant during a telephone call on **28 November 2018** in acknowledging this account error and lodged to Account 2 on the same day.

The Provider advises that it did not refund the fees of €13.73 to the Complainant. The Provider says that Account 1 was opened in **April 2018** and should have been an Account 2 type account and therefore no fees should have been applied. On that basis, the Provider says it should have refunded the account fees on **28 November 2018** and apologises that this was not done. The Provider says a refund was applied to Account 2 on **4 September 2020** separate from the resolution of this complaint.

To prevent any recurrence of the identified error, the Provider says it amended the Complainant's profile to include 'Snr' in his title and the other profile to include 'Jnr' as well as updating the profiles on their current addresses. The Provider also advises that when Account 1 was closed on **28 November 2018**, this resulted in the associated debit card becoming inactive.

On **20 November 2018**, the Provider says that the Complainant's debit card was not deactivated. The Provider says that the Complainant used the debit card successfully on **20 November 2018** to withdraw €100 from Account 1 at an An Post office. The Provider refers to the 'terminal data' and account statements enclosed with its Schedule of Evidence in this regard. The Provider states that such transactions are considered similar to teller

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transactions made in branch and do not appear on the Provider's 'authorised and declined report' in the Schedule of Evidence as a consequence.

The Provider submits that there is no record to indicate that the Complainant used his debit card on **23 November 2018** for a point of sale transaction or that it was declined for such a transaction. On **23 November 2018**, the Provider says the Complainant visited one of its branches and proceeded to use his debit card on five occasions between 14:22 and 14:45 in the kiosk machine.

The Provider says the Complainant successfully accessed his internet banking on each occasion. The Provider refers to the terminal data enclosed in its Schedule of Evidence.

The Provider says that when the Complainant was unable to print account statements at the kiosk, he met with a staff member who became aware that Account 1 had been set up under the incorrect profile. In order to rectify the error, the staff member opened a new account and ordered a new debit card for the Complainant as Account 1 needed to be closed. The Provider says the staff member retained the debit card for Account 1 which was cancelled on **28 November 2018** as part of the account closure.

The Provider says a complaint was logged and there was no indication on its records or any allegation of fraud discussed with the Complainant. The Provider says the staff member who engaged with the Complainant did not advise him that his account was fraudulent nor did she call the Complainant's character into question. The staff member advised that an error had occurred and that she was in the process of rectifying this. The Provider says the staff member tried to make the process as streamlined as possible.

The Provider says the Complainant was no longer able to transact on Account 1 from **23 November 2018** which was closed on **28 November 2018**. From **23 November 2018**, the Provider says the Complainant would have been able to receive payments into Account 2, set up direct debits and withdraw funds once he produced a form of identification. The Provider advises that the Complainant would not have been immediately in possession of a debit card for Account 2. Following the ordering of a new debit card, the Provider advises that it would generally take between four to six working days to reach a customer.

On **3 December 2018**, the Provider notes that a direct debit presented on Account 2, the Complainant withdrew funds at an An Post office on **4 December 2018**, received a payment into the account from the Department of Social Protection on **7 December 2018** and purchased goods using his debit card on **13 December 2018**.

The Provider says a complaint was lodged on **23 November 2018** when the Complainant visited one of its branches to print account statements from the self-service kiosk and his debit card would not work for that purpose. The Provider says it disputes that the Complainant's debit card was confiscated or that there was any allegation or mention of fraud. The Provider says the debit card was retained as part of the account closing process.

The Provider says it acknowledged that the switching of direct debits from Account 1 to Account 2 was not discussed with the Complainant on **23 November 2018** and that it apologises for this.

The Provider says its records show, however, that on a phone call with the Complainant on **28 November 2018**, the Complainant was made aware that he would have to request for the direct debits that were linked to Account 1 to be changed to Account 2. The Provider says this information should have been provided to the Complainant when Account 2 was opened. The Provider apologises for this delay and any inconvenience or upset which may have been caused to the Complainant in this regard.

The Provider says that in reviewing telephone calls in the preparation of its Complaint Response, it recognises that there was some confusion in relation to the reference number of this complaint.

### **The Complaints for Adjudication**

The complaints are that the Provider:

- Opened Account 1 under an incorrect customer profile;

- Denied the Complainant the use of his debit card; and

- Failed to properly handle the Complainant's customer complaint.

### **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.

A Preliminary Decision was issued to the parties on 21 June 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.

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Following the issue of my Preliminary Decision, the Complainant made a further submission under cover of his representative's e-mail to this Office dated 2 July 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 12 July 2021 that it had no further submission to make.

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

The Complainant's Representative, in his post Preliminary Decision submission dated 2 July 2021, stated *"At this point I request an oral hearing to ensure a fair process"*.

However, having reviewed and considered the submissions made by the parties to this complaint, I am satisfied that the submissions and evidence furnished did not disclose a conflict of fact such as would require the holding of an Oral Hearing to resolve any such conflict. I am also satisfied that the submissions and evidence furnished were sufficient to enable a Legally Binding Decision to be made in this complaint without the necessity for holding an Oral Hearing.

The Complainant's representative has, in his post Preliminary Decision submission, submitted that I have referred to him as the son, whose profile the Complainant's account was opened under. For clarity I would detail that this office is aware that the Complainant's representative is not the same son.

The Complainant opened Account 1 in **April 2018**. It is not in dispute that this account was opened using the incorrect customer profile, that of the Complainant's son. This error was discovered by the Provider following the Complainant's attendance at one of its branches on **23 November 2018** where the Complainant unsuccessfully attempted to print account statements for Account 1 at one of the self-service kiosks.

In its response to this office, the Provider explains its account opening process involves using an iPad if a customer has an email address or a desktop computer if not. When an account is opened using a desktop computer, the Provider says its staff member would locate a customer by asking for their name and address.

In a situation where more than one person's details appear with the same name, the staff member would confirm the customer's date of birth in order to identify the correct customer details and proceed with the opening of an account.

When the Complainant attended the Provider's branch on **11 April 2018**, the Provider says that its staff member arranged to open Account 1 through a desktop computer as the Complainant did not have an email address. The Provider says its staff member located the Complainant using his name and address and having done this, more than one profile appeared for the name and address given. The Provider says that *"[t]he staff member*

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*selected the first profile that appeared and proceeded to open the Complainant's account without confirming his date of birth. ..."*

It is clear that the cause of Account 1 being incorrectly set up was the relevant staff member's failure to follow the appropriate account opening steps when presented with more than one customer profile containing the Complainant's name and address. Given that the staff member was presented with this situation, it was reasonable to expect them to have confirmed the Complainant's date of birth to ensure that the account was opened using the correct profile. This did not happen and Account 1 was opened under the wrong customer profile.

It appears that two complaints were logged with the Provider arising from the circumstances of this complaint. The Provider has provided copies of its 'Report on Customer Complaint' in respect of each of these complaints.

The first complaint was logged on **23 November 2018** which was recorded as follows:

*"[The Complainant] called to [branch] today to print off 3 mnts statements from our kiosk machine but his debit card would not work. On investigation there are two [customers] on our system father and son. [The Complainant] opened an account in April '18 but his was opened on his son's profile. New account has been opened for [the Complainant] today. ATM for incorrect account was retained at branch. Customer has app with Social Welfare on Monday morning so letter given explaining investigation being carried out by [the Provider] ..."*

Following this, one of the Provider's customer care agents telephoned the Complainant on **28 November 2018**. The Provider's agent referred to the Complainant's branch attendance the previous day where certain forms were signed in order to transfer the funds from Account 1 to Account 2. The Provider's agent explained the purpose of the call was to check with the Complainant to ensure he was satisfied with everything that had been done for him to date regarding Account 1 and Account 2.

The Complainant explained the issue was that an account had been opened under an incorrect name and that the person whose name in which the account was opened "*was not satisfied either.*" The Provider's agent agreed with the Complainant in that there was a *mix up* when Account 1 was opened and it was not that an account was opened using an incorrect name but that it was linked to an incorrect profile. The Provider's agent explained that the Complainant's son's profile contained the same name and address as the Complainant.

The Provider's agent explained that it was a *genuine mistake* on the part of the staff member who opened the account for the Complainant. The Provider's agent also apologised for the inconvenience caused to the Complainant. The Provider's agent advised the Complainant to transfer any direct debits to his new account and that the funds from Account 1 were being

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transferred to Account 2 that day. The Provider's agent explained that the Provider also lodged an additional €50 to the account as a gesture and an apology. The Complainant indicated that he thought the Provider would have given him more than €50. The Complainant also stated that the issue had been resolved and there was *"no point in pressing it any further."*

The Provider's agent informed the Complainant that his new debit card had been ordered and that he should have it by the end of the week. At the end of the conversation, the Complainant explained that he was *"satisfied to leave it at that."*

It appears that the Complainant's Representative telephoned the Provider on **14 October 2019**, seeking a Final Response letter from the Provider. When asked for his date of birth, Complainant's Representative appears to have provided the Complainant's date of birth.

Following this, the Complainant's Representative, that he (not the Complainant) had received a €50 goodwill gesture in respect of a complaint and asked if the Provider's agent was familiar with such a gesture. The Provider's agent said she would contact the Complaints Team and request that they issue a 'closure letter'/Final Response letter.

The Provider's complaint notes indicate that on **17 October 2019**, one of the Provider's agents attempted to contact the Complainant to explain that *"a Final Response Letter cant be issued as one was never issued before. The complaint had been closed via phonecall where customer stated that he was happy for it to be closed ...."*

It appears that the Complainant's Representative telephoned the Provider on **21 November 2019**, with two queries. The first related to an ability to borrow in respect of Account 2 and the second in respect of a complaint relating to Account 1. When asked by the Provider's agent for an account number, the Complainant's Representative gave the number for Account 2 and the Complainant's date of birth. Regarding the complaint, the Complainant's Representative explained that it was indicated in correspondence between the Provider and this Office that a formal complaint had not been made by the Complainant. The Complainant's Representative explained he was following up with the Provider to ascertain why a formal complaint was not logged by the Provider. The Provider's agent explained to the Complainant's Representative that she would contact the relevant complaints handler. The Complainant's Representative also asked that the Provider issue a Final Response letter.

During a telephone conversation on **22 November 2019** with the Complainant and his Representative, the Provider's agent explained that a 'follow up' letter was not sent to the Complainant because the Complainant indicated during a previous telephone conversation that he was happy for the complaint to be closed. The Complainant's Representative explained that the Complainant was happy to accept the goodwill gesture but not for the complaint to be closed. Speaking to the Complainant, the Provider's agent explained that a Final Response letter could not be issued because a Final Response had not issued in the first instance. The Provider's agent explained to the Complainant's Representative that as a resolution was reached, a Final Response letter did not issue.

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A further telephone conversation took place on **22 November 2019** with the Provider's Customer Care Department where the Complainant's Representative explained to the Provider's agent that while the Complainant was happy to accept the goodwill gesture offered by the Provider in **November 2018** and proceed with the opening of Account 2, he did not consider that his complaint had been resolved.

The Complainant's Representative explained that the Provider had advised this Office that a complaint had not been made in respect of the conduct the subject of this complaint. The Complainant's Representative explained that when the Complainant attended the Provider's branch in **November 2018** his card was confiscated and he was told that Account 1 was fraudulent. I note this is the first time these issues were raised on the Complainant's behalf. The Complainant's Representative also indicated that because of this, the Complainant was unable to collect his medication or groceries from a supermarket he had previously visited.

The Complainant's Representative advised that he would be acting on behalf of the Complainant and that he would send a third party authorisation to the Provider that day. I note that a third party authorisation appears to have been received by the Provider on **25 November 2019**.

A further complaint was logged on **22 November 2019**, arising from the fact that a Final Response letter was not issued by the Provider arising from the original complaint. Following this, the Provider wrote to the Complainant on **26 November 2019**:

*"On my telephone call with [the Complainant's Representative], he told me you raised a complaint with us in November 2018 however you felt this had not been fully resolved. He told me you had brought the issue to the Financial Services and Pensions Ombudsman (FSPO) as you were not satisfied with our response, but they told you, you require a final response letter from us. I understand they advised you they had contacted [the Provider] regarding this but they had been told by us that no complaint was ever logged with us. You have now asked for a final response in relation to your original complaint, ...*

*Having reviewed your file, I can see on 28 November 2018 a complaint was logged by [staff member] on your behalf, as your debit card for your new account ... was not working.*

*At the time, we discovered when we opened your current account ... April 2018 it was opened incorrectly by us and was in fact opened under an incorrect profile on our system. It was for this reason your debit card would not work when you tried to use one of our Kiosk machines. ...*

*In order to resolve the issue, we had to close the account and open a new ... account for you in November 2018. We appreciate the inconvenience this cause (sic) and because of this we offered you €50 as a goodwill gesture, which you accepted. The*

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*staff member ... who you spoke to at the time was of the view that you were satisfied your complaint was fully resolved.*

*By way of background, where we have been able to resolve a customer's complaint within 5 working days and when we have spoken to the customer and they have told us they are satisfied with our response, we do not send final response letters.*

*It was for that reason a letter was not issued to you. I apologise if this was not explained to you.*

*When I spoke to [the Complainant's Representative], he told me you were advised in November 2018 when you first raised the issue with us, that the card was cancelled and your loan was closed due to fraud. I have reviewed our records and can confirm there was no fraud on your account and this was not the reason it was cancelled. I am sorry for any confusion this may have caused. ...."*

It is stated in the Complaint Form that the Complainant attempted to pay for groceries in a supermarket on **20 November 2018** but the debit card for Account 1 would not work. It is also stated that the Complainant attempted to use the debit card at an ATM the same day and it would not work on this occasion either. In a 'Personal Statement' of the Complainant from **6 October 2020**, the Complainant describes these events as taking place on **23 November 2018**.

I note that the Complainant made a withdrawal from Account 1 in an An Post office on **20 November 2018** which would suggest that the debit card was working on this date. The Provider has also furnished a 'Daily Authorizations Report' in respect of the Complainant's debit card for period **5 October 2018** to **15 November 2018**, showing the activity on the debit card which, I understand, displays authorised and declined debit card transactions. The Provider submits that there was no activity on debit card after **15 November 2018** that appeared on this report. The Provider has also provided a document showing the 'terminal data' in respect of the debit card which shows activity on **20 November 2018** and **23 November 2018**. While this would suggest that the debit card was working around this time, it appears from the Provider's complaint log entry of **23 November 2018** and the letter of **26 November 2019** that the reason the debit card would not work in the self-service kiosk and that this was due to the account opening error. However, it is not clear why this was the case and the Provider has not offered any explanation in this regard.

In light of the evidence presented by the parties, I do not have sufficient evidence to show that the Complainant's debit card was declined on **20** or **23 November 2018** when he attempted to pay for medication or groceries, or when he attempted to use the debit card at an ATM.

Further to this, I am not satisfied any inability to use the debit card on these dates was caused by the account opening error, particularly as the evidence suggests that the Complainant was able to use his debit card up to **20/23 November 2018** without any

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difficulty. However, I accept that the Complainant's inability to use his debit card at the self-service kiosk may have been due to the account opening error.

In the Personal Statement of **6 October 2020**, the Complainant explains that when he attended the Provider's branch on **23 November 2018** his debit card was confiscated and he was told that Account 1 was fraudulent.

The Complainant also stated that the Provider's staff member was *"very cold and stern in her dealings with me and I felt like I was been treated like a criminal ..."* The Complainant further says that he told the staff member that he needed funds to pay for groceries and medication but was told this was not possible, despite his pleas. The Complainant also describes the strain this caused to his relationship with his son. The Complainant then goes on to comment on the telephone call which took place on **28 November 2018** explaining that he felt he had been misled on this call.

In the documents submitted by the Complainant's Representative on **6 October 2020**, the Complainant describes that he was treated very poorly by the Provider when he attended the Provider's branch on **23 November 2018**. However, if the Complainant was dissatisfied with the manner in which he was treated, this does not appear to have been raised by the Complainant's Representative when he attended the Provider's branch on **27 November 2018**. In this respect, it appears from the submissions made on **6 October 2020** that the Complainant was in contact with his Representative around this time. I also note that the Complainant's dissatisfaction at the way he was treated was not raised during the telephone call on **28 November 2018**. In fact, during this call, there was no indication at all that the Complainant was dissatisfied with the manner in which he was treated by the Provider's staff member on **23 November 2018**. I also note that the first mention of the debit card being confiscated and the account being fraudulent was made by the Complainant's Representative in **November 2019**, over a year later. Given the seriousness of the matters raised by the Complainant in the **October 2020** submission, I would expect this to have been pursued by the Complainant and raised with the Provider at a much earlier point in time. Taking these matters into consideration, I do not accept that the Complainant was treated in the manner suggested.

In relation to the telephone conversation which took place with the Complainant on **28 November 2018**, in a separate document of **6 October 2020** submitted by the Complainant's Representative in response to the Provider's Complaint Response, it is stated at the fifth paragraph that when the Complainant finished this call, he discussed the call with his son and following this, the Complainant *"... was shocked and felt he was deliberately misled by [the Provider's agent] in this regard."* In light of the fact that the Complainant considered that he was misled almost immediately after this call took place, I note that no follow up call or correspondence was sent to the Provider taking issue with the manner in which the call was conducted. Again, it appears that this issue was not raised for over a year, until **November 2019**.

Therefore, having considered the content of this conversation and outlined it extensively above, I do not believe that the Complainant was misled on this call. In fact, I am satisfied

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that the Provider's agent dealt with the Complainant in a courteous and professional manner.

The content of the call recordings does not support the assertions made by the Complainant or his Representative.

A formal complaint was logged on **23 November 2018**. Section 10.9 of the **Consumer Protection Code 2012** (the **Code**) sets out the procedure a financial services provider should follow when a complaint is made. Section 10.9(e) essentially requires financial service providers to issue Final Response letters. Importantly, for the purposes of this complaint, section 10.9 states: *"This procedure need not apply where the **complaint** has been resolved to the complainant's satisfaction within five **business days** ...."*

The Provider's agent telephoned the Complainant on the third business day following the complaint, **28 November 2018**. During the call, the Provider's agent explained the source of the account error, the steps taken to resolve matters and that a €50 goodwill gesture was deposited to Account 2. Following this, the Complainant indicated that he was satisfied not to pursue the matter any further. Having carefully considered the content of this call, I am fully satisfied that it was reasonable for the Provider's agent to conclude that the complaint had been resolved. Therefore, I accept that a Final Response letter was not required. However, if the Complainant was not satisfied that the complaint was appropriately dealt with or not satisfied to conclude the complaint, it was at all times open to him to say this to the Provider's agent. Furthermore, if the Complainant later felt that his complaint was not properly addressed or he expected further correspondence from the Provider regarding his complaint or arising from the telephone conversation, the Complainant was free to bring this to the Provider's attention. However, this is no evidence of this occurring.

Therefore, I am satisfied that the complaint logged by the Provider on **23 November 2018** was properly dealt with and resolved during the telephone call on **28 November 2018**. Consequently, I am satisfied that a Final Response letter was not required to be issued by the Provider in respect of the complaint.

Finally, I note that the Complainant's representative telephoned the Provider on **14 October 2019** to request a copy of a Final Response letter. The Provider's agent advised that she would contact the Complaints Team to request the appropriate letter. It appears that the Provider unsuccessfully attempted to contact the Complainant on **17 October 2019** to explain that a Final Response letter could not be issued. It appears that there was no further contact between the parties until the Complainant's Representative telephoned the Provider on **21 November 2019**. While the Provider attempted to contact the Complainant on **17 October 2019** regarding the issuing of a Final Response letter, it is disappointing that no further attempts were made by the Provider to contact the Complainant following this unsuccessful attempt. I believe that further efforts should have been made by the Provider to contact the Complainant whether by telephone or written correspondence.

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### **Goodwill Gesture**

In its Complaint Response, the Provider states that:

*“In recognition of the customer service failings and poor communication identified ... in this submission and the passage of time since the complaint was first made, the Bank would now like to offer a goodwill gesture of €1,500 in full and final settlement of this dispute and again apologise for any inconvenience or upset which may have been caused to the Complainant.”*

I consider this goodwill gesture to be generous in the circumstances of this complaint and for that reason, I do not uphold the complaint.

### **Conclusion**

My Preliminary Decision is that this complaint is rejected, pursuant to **Section 60(1)** 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.



**GER DEERING**  
**FINANCIAL SERVICES AND PENSIONS OMBUDSMAN**

21 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—

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- (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.**

