



<u>Decision Ref:</u>	2022-0267
<u>Sector:</u>	Banking
<u>Product / Service:</u>	Standing Order
<u>Conduct(s) complained of:</u>	Dissatisfaction with customer service Failure to provide correct information Failure to provide product/service information Refusals (banking)
<u>Outcome:</u>	Rejected

LEGALLY BINDING DECISION OF THE FINANCIAL SERVICES AND PENSIONS OMBUDSMAN

This complaint concerns suggested customer service failings by the Provider, which include the failure to assist the Complainant in **November 2020** and to issue requested documentation in a timely manner.

The Complainant's Case

The Complainant says that he called into the Provider's branch on **18 November 2020** and requested an Application Form to amend the "*banking details*" on an existing 'Standing Order' applicable to his monthly rent payments. The Complainant says that the Provider "*refused to provide me with the required Application Form*".

The Complainant states that he did not have access to the Provider's online services as he does not have a computer or "*internet connection services*". The Complainant submits that he was not given any assistance with his request, and when he enquired about the Provider's contact details, to lodge a formal complaint, he was denied this information also. The Complainant was keen to amend the banking details for his rent payment, as soon as possible. He proceeded to submit a written complaint by hand to the Provider branch, on the same date, **18 November 2020**.

The Complainant asserts he received a response from the Provider on **27 January 2021** "*more than two months later*" and "[a]s a result, [the Provider] *did not provide access to the*

required service at all - the Application Form for Change/Amend existing Standing Order is not available to me until now”.

The Complainant is critical of the Provider’s Customer Service practices, including its failure to offer its full banking services to him, a customer “...without Internet access” or “new phones”. Also, he submits that he was not given the opportunity to complain “officially in writing (by Post or Email)”. He says:

“...this is not only a very bad service, but also a clear neglect and mockery of customers to force them to solve financial issues by talking on the phone only - without any guarantees of confidentiality, and without any formal confirmation in writing with the possibility of a complaint or appeal any negative action or decision. This is clearly abnormal and very bad customer service on the part of this financial service Provider”.

The Provider’s Case

The Provider responded in its Final Response Letter of **12 January 2021** and acknowledged the Complainant’s complaint letter dated 18 November 2020, received on 11 December 2020.

The Provider says that following receipt of his letter, it “made several attempts” to contact the Complainant by phone but was unable to reach him. The Provider apologised that it was unable to facilitate the Complainant’s request on 18 November 2020 but concluded that there had been no error on its part, and it did not uphold the Complainant’s complaint.

In its formal response to the complaint delivered to this Office in June 2021, the Provider provides more detail by setting out that it had, on 18 November 2020, invited the Complainant to complete the desired transaction manually, by way of the insertion by the Complainant of his debit card into a card reader machine, and the inputting of his PIN.

The Provider maintains that the Complainant declined this invitation, instead “abruptly” leaving the branch only to return some hours later with a typed letter of complaint. The Provider accordingly attributes the failure to complete the transaction manually on the day in question, to the conduct of the Complainant himself.

In its response to this Office, the Provider described the Complainant’s interaction at the branch as follows:

When the Complainant entered the Provider’s branch, he sought assistance in relation to amending a standing order on his account.

In line with normal practice, Ms. N directed the Complainant to a self-service kiosk to allow him to amend the standing order himself using the Provider’s online banking platform. Due to COVID-19 protocols, Ms. N could not accompany the Complainant into the kiosk; however, she would have done everything possible to assist him in completing the amendment. When it became apparent to Ms. N that the

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Complainant was having difficulty in completing the process, she offered to do so manually.

To this end, Ms. N asked the Complainant to insert his debit card into the card reader at the desk and to insert his PIN; this is standard procedure for customer verification and account query purposes. The Complainant refused to do so. Ms. N sought the assistance of a colleague to confirm the procedure to the Complainant; However, he again refused to accede to Ms. N's request. At this point, the Complainant indicated that he wished to lodge a formal complaint.

To diffuse the situation, Ms. N explained that there would be no need to do so if he simply provided his account details and identification, at which point she would be able to assist him with his request. At this point, the Complainant abruptly left the branch, returning some hours later with a typed letter of complaint. Ms. N notes that her request that the Complainant provide his debit card and PIN was not presented as an ultimatum; alternative customer verification procedures are available, but the Complainant refused to engage.

In the formal response issued to this Office, the Provider does however acknowledge two shortcomings in the service it provided. Firstly, the Provider concedes that there was an unreasonable delay between the delivery by the Complainant of his letter of complaint on 18 November 2020 and the receipt by the Provider's complaints division of that letter on 11 December 2020.

The Provider also accepts that it should have issued a standing order amendment form to the Complainant by post, upon receipt of the complaint. In recognition of these "lapses", the Provider offered the figure of €750 to the Complainant in full and final settlement of the complaint. Subsequently, in the course of the further submissions from the parties during the investigation of this complaint, this offer was increased to €1,000, and then to €2,000, and then again to €2,500.

The Complaint for Adjudication

The complaint is that the Provider:

1. Failed to offer the Complainant an 'Application Form' or assistance with amending an existing Standing Order instruction on 18th November 2020;
2. Failed to provide information to the Complainant on 18th November 2020 to allow him to escalate his complaint "*officially in writing (by Post or Email)*";
3. Failed to resolve the Complainant's complaint in a reasonable time frame.

The Complainant wants the Provider to make its full services accessible to him, as a customer who cannot access all forms or services electronically. In his Complaint Form to this Office, he said that "*I would like to hope that you will be able to take real and effective*

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measures immediately to stop bullying by representatives of [Provider] and provide the Bank's services to all consumers (including consumers without Internet access and/or who do not have new phones)."

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 **15 July 2022**, 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, 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 that this complaint stems from the Complainant's attendance in branch on **18 November 2020** when he sought an Application Form to amend the "*banking details*" on an existing 'Standing Order' applicable to his monthly rent payments.

The Complainant's account of this interaction was first set out in his letter of complaint dated **18 November 2020** in the following terms (and subsequently repeated in the Complainant's Complaint Form and in his letters/emails to this Office of 27 January 2021 and 24 February 2021):

I received an important notice from the Landlord about "Change of Bank details for Rent payment".

Based on the above, I came to [the Provider] today and asked for an 'Application Form for Change/Amend existing Standing Order'.

I have informed [the Provider's] representatives that I do not have a computer and do not use Internet connection services.

Unfortunately, [the Provider's] representative refused to provide me with the required Application Form. Also, [the Provider] manager refused to tell me her name and to provide information about the possibility to send a complaint.

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As a result of the above, I do not have access to important and necessary services of [the Provider] at all, and this fact creates problems for the welfare of my family.

In a recent submission the Complainant has stated that:

"... I did not attempt to make amendments to a standing order during my visit to the Bank branch on 18 November 2020, but I wanted to receive the Application Form for the 'Change/Amend existing Standing Order' (in paper format), in order to complete it at home, make a copy and then submit it to the Bank branch for official registration - it is a fact. The Provider's representative refused to provide me with the required Application Form - it is a fact.

He also highlights that:

"I informed Ms. N that I am not registered with 'online banking' and that I never use online banking and telephone "banking platforms", because I prefer to deal with financial matters in a more serious and formal way while retaining written copies of important changes" (in paper format) ...

Referring to the Provider's explanation that "Ms N directed the Complainant to a self-service kiosk to allow him to amend the standing order himself using the Provider's online banking platform, the Complainant says that:

"It was a clear inattention and a clear disregard for the wishes and/or requests of the consumer/client of this Bank on the part of the representative of [Provider] (Ms N)."

It appears in that regard that it is the "normal practice" of the Provider, to direct a customer to a self-service kiosk to facilitate the amendment of the standing order by the customer themselves, that the Complainant has a difficulty with.

In a recent submission, he says, amongst other things:

"Therefore, I would like to ask you to consider my Complaint objectively and, on the merits, as well as on the basis of real facts of violations by representatives of [Provider]:

- 1) Refusal to provide me with a simple Application Form for Change / Amend existing Standing Order (in paper format)*
 - 2) Unfriendly attitude towards the client on the part of [Provider] representatives and a clear attempt to force the Consumer to use only online banking services and excluding any other simple and accessible to all Consumers ways to use Bank Services*
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Firstly, it should be noted that I do not accept the Complainant's suggestion that transactions using online banking facilities, are in any manner less "serious" than paper-based transactions.

Neither do I accept the suggestion that the Provider's practice of inviting a customer to complete the transaction (in this instance, the amendment of a standing order detail) by authorising those changes using the in-branch self-service kiosk, and thereby offering the potential immediate authorisation of the amendment required, constitutes a form of "bullying" by the Provider. Likewise, I do not accept that this invitation to the Complainant in November 2020, was in some way an "Unfriendly attitude towards the client ... and a clear attempt to force the Consumer to use only online banking services and excluding any other simple and accessible to all Consumers ways to use Bank Services". Rather, I take the view that this was an option, which was offered to the Complainant, but it was one that he did not wish to avail of.

The Complainant had the opportunity to review the Provider's original response to the complaint investigation of this Office, in its entirety and to provide any such further comments or observations as he wished, which he did in a two-page submission dated **25 June 2021**, which begins by contending that "there are obvious facts of deception (in the explanations of Ms N – Response 6)". Thereafter, whilst he takes issue with various parts of the Provider's response, the Complainant did not dispute the suggestion that he declined the invitation to insert his debit card into the card reader at the desk, and to insert his PIN. This is the Provider's explanation as to why the amendments to the standing order were not processed manually, on the day in question, and I accept this explanation.

Of course, the Complainant has made clear that he did not wish to complete the transaction in branch at that time. Rather, he wished to receive the particular amendment form for physical completion, he wished to take it home, complete it, photocopy it, and then deliver the completed form back to the branch, for implementation. Whilst the Complainant considers this approach to his financial affairs to be more serious, I can understand why the staff member at the branch, hearing that he wished to receive a form for amending a standing order, may have assumed that she should offer him the options available to him, to instruct the amendment to the standing order, whilst he was already in the branch. I consider this to have been reasonable, and indeed, for many customers, this would have represented good customer service. In the Complainant's case however, he was affronted by her desire to assist him in completing the transaction.

The Complainant was unwilling to insert his debit card together with his PIN, in order to verify his identity to the branch staff. The Complainant takes the view that a form should have been made available to him, without him being required to verify his identity to staff members.

I do not agree. In the absence of verifying his identity, the Provider cannot have been in a position to verify that the Complainant was a customer, or to confirm the type of account he held, so as to ensure that the form he was seeking, would be suitable for the transaction he intended. When the Complainant attended in branch, seeking a particular type of form, I do not consider it to have been unreasonable for the staff member to have sought to have

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him insert his debit card into the card reader at the counter, and to insert his PIN, to verify his identity.

In the event, the Complainant did not wish to receive details of options to complete his transaction in a more expeditious way, but in my opinion the staff member's interactions with him, during his visit to the branch, on that date, were reasonable up to that point, and seem likely to me, to have been welcomed by many other customers, who would have appreciated the guidance being offered.

Thereafter however, when the Complainant returned to the branch, later that day, and delivered his letter of complaint, I note that the Provider failed to issue him, with the correct standing order amendment form by post. Had it done so, the delay which the Complainant then encountered in receiving the form for completion, would simply not have occurred. If the Complainant wished to undertake his transaction in the way he had outlined, he should have been facilitated by the Provider in doing so, once his identity had been confirmed satisfactorily. The Provider's failure in that regard is disappointing, though I note that it has long since accepted that it should have issued the amendment form to the Complainant by post, upon receipt of his complaint.

The Provider has also acknowledged its additional shortcomings which gave rise to an unreasonable delay of approximately three weeks (between 18 November 2020 and 11 December 2020) before it transmitted the Complainant's letter of complaint from the branch, to the complaints department. The Provider has been unable to account for this very disappointing delay and has offered its apologies (though I note that the Final Response Letter issued reasonably promptly thereafter on 12 January 2021). In my opinion, these failings by the Provider constituted unreasonable conduct, within the meaning of **Section 60(2)(b)** of the **Financial Services and Pensions Ombudsman Act 2017**.

These two failings were acknowledged by the Provider in its response to this Office and compensation in the amount of €750 was offered. I am satisfied that this constituted an adequate and appropriate response to the complaint, both in terms of the apology offered and the figure proffered in compensation. Regarding the compensation, the Complainant refers repeatedly to the "*serious problems*" created for him, but I must take account of the solution offered to the Complainant by the Provider on the day of his visit to the branch, to proceed manually by inserting his debit card in the terminal and using his PIN to verify his identity. Had he done so, the issues which subsequently arose, might have been avoided, once the Provider understood that he did not wish to complete the transaction, but simply wanted to receive the form to take home with him.

Subsequent to the offer of compensation in the amount of €750, the Provider opted to increase the offer first to €1,000, and then to €2,000, and then to €2,500. These increased offers arose in the context of what were essentially settlement discussions, during which, notwithstanding guidance from this Office, the Complainant repeatedly sought reassurance regarding other customers of the Provider, as opposed to specifically for his own position.

It should be noted that this complaint investigation by this Office, concerns only the Complainant's situation arising from his dealings with the Provider in November 2020. As

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previously explained to the Complainant, this Office has jurisdiction to investigate complaints from individual consumers, and to direct redress only in the context of upholding a complaint about the conduct of a financial service provider, to its individual customer.

Any concerns that the Complainant may have regarding other customers, or overall service provision by the Provider to other customers, is a matter more appropriate to the Central Bank of Ireland, in its capacity as regulator of financial service providers.

Finally, I note that, in terms of the Complainant's contention that he has been denied access to services, the Provider addresses this issue in the following terms in its response to this Office:

While the Provider's banking services are most efficiently availed of using its online and phone banking platforms, all relevant services can be availed of in-branch with the assistance of branch staff. As was set out ... above, the reason for the Complainant not being able to avail of the Provider's services on the relevant date was his refusal to engage with branch staff.

The Complainant says, in response to the preliminary decision of this Office, that he:

"... would like to hope to get a mere serious and fair Decision from the FSPO with mandatory recommendations for the Provider to eliminate the possibility of creating such problems and ensuring the availability of the Bank Services {forms, complaints} in a timely manner in the future."

I am satisfied that the Provider has acknowledged its shortcomings on the day of the Complainant's visit to the branch in November 2020, and I agree that it should of course, continue to bear in mind that although the majority of its customers will wish to complete transactions as swiftly as possible, other customers may wish to transact more slowly, and not everybody wishes to engage online. I note indeed its comment that all relevant services can be availed of in-branch with the assistance of branch staff.

I am satisfied that the Provider failed in the level of service which it made available to the Complainant arising from his attendance in branch on **18 November 2020** insofar as it did not forward his letter of complaint in a timely manner, and neither did it issue the appropriate form to him by post, to facilitate his alteration of a standing order instruction. I accept however that the engagement of the staff member with the Complainant was impacted by his unwillingness to verify his identity by inserting his card and pin, whilst present in the branch.

The Complainant says that

"I requested to provide me with information (Post address or Email address) to send a Complaint. But this representative of [Provider] refused to provide me with this information - this is an obvious fact of an ultimatum and a mockery in relation to the Consumer/Client of [Provider]."

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I accept the Provider's contention that when the Complainant sought to make a complaint, the staff member sought to "diffuse the situation", by explaining that there would be no need to make a complaint, if he provided his account details and identification, so that she could assist him with his request. This response from her however resulted in the Complainant abruptly leaving the branch and returning some hours later with his typed letter of complaint. In my opinion, seeking to resolve complaints, before the issue arising escalates, is an approach to be encouraged by branch staff, and I can understand why the staff member responded to the Complainant in this way, which I do not consider to have been unreasonable.

It seems to me from the evidence that regrettably, there was a significant level of miscommunication between the parties, on the day, in-branch. Insofar as the Provider's failures are concerned however, I am satisfied that at the time of responding formally to the investigation by this Office, of this complaint, the Provider acknowledged its shortcomings and wrongdoing and made a number of very reasonable offers of redress to the Complainant in the sum of €750, thereafter increasing to €1,000, €2,000, and then ultimately to €2,500, which I consider to be very generous in the circumstances, to redress the Provider's errors.

Accordingly, and on the basis that the Provider's offer remains open to the Complainant for acceptance, I do not consider it necessary or appropriate to make any direction to the Provider and it will be a matter for the Complainant to engage directly with the Provider if he wishes to accept the compensatory offer which remains open to him for acceptance from the Provider, to redress its shortcomings.

Conclusion

My Decision, pursuant to **Section 60(1)** of the **Financial Services and Pensions Ombudsman Act 2017**, is that this complaint is rejected.

The above Decision is legally binding on the parties, subject only to an appeal to the High Court not later than 35 days after the date of notification of this Decision.



**MARYROSE MCGOVERN
FINANCIAL SERVICES AND PENSIONS OMBUDSMAN (ACTING)**

16 August 2022

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PUBLICATION

Complaints about the conduct of financial service providers

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.

Complaints about the conduct of pension providers

Pursuant to *Section 62* of the *Financial Services and Pensions Ombudsman Act 2017*, the Financial Services and Pensions Ombudsman will **publish case studies** in relation to complaints concerning pension 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.