



<u>Decision Ref:</u>	2022-0276
<u>Sector:</u>	Banking
<u>Product / Service:</u>	Opening/Closing Accounts
<u>Conduct(s) complained of:</u>	Failure to process instructions in a timely manner Delayed or inadequate communication Dissatisfaction with customer service
<u>Outcome:</u>	Rejected

LEGALLY BINDING DECISION OF THE FINANCIAL SERVICES AND PENSIONS OMBUDSMAN

This complaint concerns savings accounts held by the Complainant with the Provider.

The Complainant's Case

On the **11 May 2020**, the Complainant made a request/instruction to the Provider, in branch, by way of a hand delivered letter, that his online savings account ending 346 and his three-year fixed term deposit account ending 640, be closed and for the funds to be transferred to a nominated account.

The Complainant's letter, dated **11 May 2020**, stated: -

"I understand my Online Regular Saver Account matured in December 2019 and that my Fixed Term 3 Year Deposit Account matured in April 2020, despite the [Provider] not communicating these maturities with me.

Please accept this as my formal instruction to transfer the net credit funds from each of the above accounts into my [third party bank] account... [...]

...Please issue a closing statement for each account together with a certificate of interest for the years ending 2019 and 2020 respectively.

Separately, is there a reason why the [Provider] did not communicate with me in advance of the maturity dates?"

The Complainant submits that the Provider applied his instruction in respect of account ending 640 to be closed and advised him he would have to wait 24 hours, before he could seek a cash withdrawal in respect of this account.

The Complainant states: -

"... [The Provider] requested that I call to the branch the next day after 11am.

- [The Provider] advised that as the [online savings account] had been opened online that it had to be closed centrally and that my letter would have to be referred to [Provider's] Deposit Team. [The Provider] advised that this would take 21 days (max.). I queried [the Provider] in relation to this noting that no correspondence had been received to advise that it had matured and also why would need to wait a further 21 days post maturity, to draw on the funds or transfer them electronically to a [nominated third party bank] account. [The Provider] advised this was the [Provider's] process."

The Complainant submits that he attended the branch of the Provider on the **12 May 2020** to withdraw the funds in respect of account ending 640. He states that he was informed by the Provider that the account should not have been closed on the **11 May 2020** as it resulted in a loss of interest for one day, but that it was a very nominal amount. He states that the funds were subsequently made available to him by the Provider after a wait time of 25 minutes.

The Complainant says that the Provider responded him, by letter of **20 May 2020**, referencing account ending 346. It stated it had been unable to contact him regarding his payment instruction dated the **11 May 2020** and that to protect the Complainant's and the Provider's interests, it had to ensure that this was a genuine instruction. The Complainant says that the letter stated that if a security call back was not completed within two weeks of its letter being issued, a new instruction would be required. He says that the letter also stated that in order to properly confirm his instructions, he was to contact its relevant Team.

The Complainant made a complaint to the Provider, by letter of **5 June 2020**, in relation to his online savings account ending 346. He set out an account of the events of the **11 May 2020** and **12 May 2020**. He stated that part of his complaint related to the fact that he was informed by the Provider that he would have to wait up to 21 days, before the funds from his online savings account could be transferred to a nominated account and that his request was still not processed as of the **5 June 2020**. He stated that:

"[Provider] did not write to me prior to my [online savings account] maturing at the end of Nov 19" ...

"had I known sooner I would have sought closure of same and reinvested my matured funds in a new product"

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The Complainant also stated that part of his complaint is that he was unable to update his postal address online with the Provider. He stated that “[w]hen [he] logged on to [his] account yesterday evening after 6.30pm [he] received an error message and to contact the [Provider] in relation to [this matter].”

He stated that he contacted the Provider and that he was advised that a security hold had been placed on his account and that it would remain in place for a specified period. He stated that the Provider was unable to offer any explanation for this, other than the fact that it may relate to unusual activity on the account. He stated that he asked if it could update his postal address and that the Provider advised him that it could not, but that it could update his mailing label and that he would have to call in branch to update his postal address. He stated that the Provider ultimately liaised internally regarding this matter, sent a code to his mobile phone which he says he was able to confirm to it, and that it then was in a position to update his postal address at the time.

The Complainant stated: -

“Given the multiple issues that I outlined above from poor customer service, inconsistent processes and procedures, poor communication between staff, lack of taking ownership by multiple staff to close my respective accounts, lack of professionalism, repeated time delays and loss of interest not to mention inability to access the funds in my account(s), I would appreciate it if the matter could be escalated to a member of management for immediate investigation and resolution”.

The Complainant, by letter of **26 June 2020**, stated that he acknowledged receipt of the Provider’s letter dated **23 June 2020** and the points outlined in the Provider’s letter, however that there were a significant number of issues which he stated remained unresolved, including that he had been unable to contact the Provider on a number of occasions. He queried why further confirmation of his instruction was being sought by the Provider. He stated that the Provider had informed him on **8 June 2020** that all of his accounts had been closed, including a five-year fixed term deposit account with a credit balance of €70,000.00.

The Complainant stated that he advised the Provider that his instruction was only made to it, in relation to his three-year fixed term deposit account and his online savings account. He stated that the Provider informed him that it would liaise internally and call him back regarding this matter. The Complainant said that it did not however call him back in that regard.

The Complainant stated that:

“I logged into my online profile that evening and could see that both my 5 Year Fixed Term Deposit Account and [online savings account] were both still open...”

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The Complainant stated that he attempted to call the Provider multiple times between the **9 June 2020** and the **15 June 2020**. He stated that he noted from the Provider's Final Response Letter, dated **23 June 2020**, that it queried him as to the advice that it would take up to 21 days before the account would be closed, and the funds transferred to his nominated account. He stated that it also made reference to there being no maturity date on his online savings account and so it would not have notified him. The Complainant therefore queried why his payments did not continue to be sought by the Provider, and he stated that he had missed out on interest. He contends that he missed out on a potentially higher interest rate since November 2019, due to the action/inaction of the Provider. He states that he has been unable to access his funds and that he has missed out on additional investment opportunities.

The Complainant submits that he endeavoured to contact the Provider in July 2020 and that it rang him back, it appears on the **10 July 2020**, and apologised for not calling him back on the **26 June 2020**. He states that the Provider acknowledged his letter of **26 June 2020** and that it apologised, noting that it omitted to fully investigate all of the issues raised in his complaint. He states that it informed him that it was in the process of formally responding to his letter of **26 June 2020**. He states that he confirmed to it that he still wanted to transfer the deposit funds, to his nominated account.

The Complainant received the Provider's Final Response Letter dated **17 July 2020**, which stated that in light of the errors and poor service, it would like to offer the Complainant a gesture of goodwill in the amount of €250 (two hundred and fifty Euro) in addition to its apologies.

The Complainant, by way of submission dated **20 July 2020**, sets out events of **19 July 2020** and **20 July 2020**. He submits that he confirmed with the Provider the IBAN details again and that the Provider informed him that the closing balance inclusive of interest, was €12,031.34. He submits that he disputed the Provider in relation to interest because, he states, no interest had been paid since November 2019. He states that the Provider informed him that this was being included in the gesture of goodwill being offered by the Provider. He states that it informed him that it expected the account to be closed before 12pm on **20 July 2020** and that the funds should be in his nominated account by **21 July 2021**. The Complainant submits that the funds were indeed received to his nominated account on the **20 July 2020**.

The Complainant sets out his account of events of **23 July 2020** and **24 July 2020** in a submission dated **24 July 2020**. He states that the Provider informed him that interest had been applied to his nominated account on the **21 July 2020**. He states that it informed him that €71.80 (Seventy-one Euro and 80 cent) gross interest had been applied and when DIRT @ 33% had been accounted for, that €48.11 (Forty-eight Euro and 11 cent) had been credited to his account despite it, he says, previously informing him that no interest had accrued or would be credited to his account. He states that he queried the Provider in respect of the breakdown of the gesture of goodwill in the amount of €250 (Two hundred and fifty Euro). He states that he informed the Provider that this amount was not however acceptable to him.

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The Complainant refers to the Provider's letter, dated **24 July 2020** which stated that having reviewed the Complainant's complaint with management, it would like to offer him an improved gesture of goodwill in the amount of €750 (Seven hundred and fifty Euro).

The Complainant states that he rang the Provider on the **27 July 2020** and ultimately left a voicemail with it. He states that he requested the Provider to explain and include the complaint issues that had been investigated by it, the rationale for the increased gesture of goodwill from €250 (Two hundred and fifty Euro) to €750 (Seven hundred and fifty Euro) and to include a breakdown of the gesture of goodwill in the amount of €750 (Seven hundred and fifty Euro). He states that he did not receive a call back from the Provider.

The Provider's Case

The Provider responded to the Complainant's complaint by letter dated **23 June 2020**.

The Provider states that the Complainant's 3-year fixed term deposit account was closed as per the Complainant's request on **10 May 2020**. The Provider acknowledged the Complainant's frustration with having to wait until the following day, and being told that funds would be available then to collect, as cash. The Provider states that this was incorrect information, because large cash withdrawals are prohibited until after 12pm, for security reasons. However, the Provider states that it was ultimately able to accommodate the Complainant and provide him with cash at about 11:20am, on **11 May 2020**. The Provider apologised for giving incorrect information regarding the time when large cash withdrawals would be available to the Complainant.

With regard to the online savings account, the Provider submits that because this is not a fixed term account, there is no maturity date and for that reason the Complainant would not receive a notification about maturity.

The Provider states that interest is applied to accounts in November each year, and although a customer is not notified when the interest has been paid, a certificate of interest issues annually.

In relation to the closure of the online savings account, the Provider states that the Complainant's written request of 10 May 2020 was received by the relevant team on 20 May 2020. The Provider states that customers are contacted where an instruction is received for account closures involving transfers of more than €5,000, in order to verify the recipient account details. The Provider states that it attempted to contact the Complainant but was not able to get through on the telephone. The Provider advised that if the Complainant had contacted it, to confirm the recipient details, the transfer of funds would have been completed.

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The Provider states that a “Sim Swap” was detected for the Complainant’s mobile phone, a number of times, suggesting that the phone number for the mobile device had changed, and that, in those circumstances, the online banking service would be locked for the security of the account. The Provider states that only one customer profile can be attached to any one device, and this may also have led to the account being locked.

The Provider submits that its telephone agent was unable to explain why the account had been locked, as they do not have the IT facilities, to pinpoint the issue. It states that although the telephone agent initially said that the Complainant would need to attend in branch to remedy the issue, it was then remedied over the telephone. The Provider apologised for any grievance that the Complainant may have taken with this.

By letter dated **17 July 2020** the Provider acknowledged the screenshots provided by the Complainant, which he states show that he attempted to contact the Provider multiple times in response to the Provider’s letter of 20 May 2020 (which asked him to contact it to confirm account closure and money transfer). The Provider states that the COVID-19 emergency caused a profound impact on resources available to it and that the level of service provided on that occasion, was not acceptable.

The Provider states that if the Complainant was informed on **8 June 2020** that both accounts were closed, it apologises for this, as this was not correct information. The Provider acknowledged further screenshots provided by the Complainant which he states show his attempts to contact the Provider in the period from **9 – 15 June 2020**, and the Provider has apologised for the level of service provided. The Provider stated that his account would be closed, and the monies transferred once the Complainant confirmed IBAN and balance details to the Provider.

With regard to payments ceasing into the online savings account, the Provider stated that there was no record of a standing order set up by the Provider into the account. The Provider stated that if a standing order had been set up by another bank, the Complainant could make inquiries with that other bank as to why payments had stopped.

The Provider states that once the amount and destination account have been confirmed for account closure and transfer, the maximum period of time it would take, would be 21 days.

The Provider offered the Complainant €250.00 (two hundred and fifty euro) by way of goodwill gesture for the acknowledged customer service failures.

It says that on **24 July 2020** it increased this offer to €750.00 (seven hundred and fifty euro) and on **9 April 2021** it increased this offer to €2,000.00 (two thousand euro).

The Complaint for Adjudication

The Complainant's complaint is that the Provider maladministered his **11 May 2020** instructions, to effect a closure of his accounts, in particular account ending 346. The Complainant's grievances in that regard include that:

- The Provider failed to notify the Complainant of the maturity date and/or the date that interest earned was applied in 2019/2020, in respect of his account ending 640 and his account ending 346.
- The Complainant experienced a loss of interest, in respect of account ending 346, since November 2019, due to the action/inaction of the Provider, including that it had stopped calling payments to the account.
- The Provider wrongfully/unreasonably, and without notice, placed a security hold on his account, in 2020.
- The Provider furnished poor customer service to the Complainant during these events in 2020, including but not limited to poor communication, delays and the provision of inaccurate and/or inconsistent and confusing information.
- The Provider mishandled the Complainant's complaint in 2020, including that it failed to investigate/address all issues of his complaint.

In addition to receiving clarifications from the Provider and a formal apology, the Complainant seeks **€12,000** by way of compensation.

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 **26 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, in order to conclude the matter.

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In the absence of additional substantive submissions from the parties, within the period permitted, the final determination of this office is set out below.

I note that the Complainant has taken issue with the fact that certain telephone calls were not recorded. There is, however, no obligation on the Provider to record every telephone call, though naturally recordings can be very helpful when there is a dispute as to what was said by the parties to such a call. In this instance, in any event, there is no dispute as to the conversation between the parties, as the Provider has not sought to contradict the Complainant's account of the telephone conversations.

I note that the Complainant opened a 3-year fixed rate account (****640) with the Provider on **28 April 2017**. The account terms and conditions provided as follows:

"Interest is calculated on a daily basis on the cleared balance..."

[Section 5(b)]

"Interest is credited to Accounts in arrears, less DIRT as appropriate, at such intervals as are applicable to the Account type"

[Section 6(a)]

"Annual interest is credited to the account on the first business day after the 20th of November, or other specified dates, of the year until the Account is closed"

[Section 6(c)]

"If instructions are not received by the maturity date applicable to the investment, the investment will be converted to an Instant Access Account and the Instant Access Account interest rate will apply until instructions are received from you"

[Section 8(c)(i)]

Notification of Maturity Dates

I note that the maturity date for account ****640 was **27 April 2020**. I have been furnished with system notes which indicate that on **9 April 2020** a "pre-maturity" letter issued to the Complainant at the address that the Provider held for him. This was an address which had been given to the Provider by the Complainant via the online banking system, on 15 March 2018. System notes also indicate that a "maturity" letter issued to the Complainant, at that same address, on **27 April 2020**.

On balance, on the basis of the evidence, I am satisfied that pre-maturity and maturity letters were issued to the address which the Provider held for the Complainant as set out above in respect of account ****640. It seems that the Complainant may no longer have been living at that address, given that he subsequently sought to update his address details with the Provider.

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In respect of account *****346, I accept that this account was not a fixed term investment and therefore it did not have a maturity date. In those circumstances, no pre-maturity or maturity letters fell due to be sent, and the Provider was not required to do so.

I note that the Complainant advised the Provider of a change of address on **4 June 2020**, after the pre-maturity and maturity letters had issued on account ending 640. The Complainant at that stage advised that he had been living at this new address since September 2019.

In the circumstances, I am not satisfied that the Provider failed in any way to notify the Complainant of maturity dates in respect of the accounts, the subject matter of this complaint. A provider can only reasonably be expected to issue correspondence to the address that a customer has given to it.

Interest

With regard to the dates on which interest was applied to the accounts, I note that the account terms provide for interest to be credited to the accounts once a year – on the first business day, after 20 November.

The Provider has furnished statements for both accounts, which set out the interest applied.

- Interest (net of DIRT) of €31.34 and €48.11 was applied to account *****346 retrospectively on 20 November 2019 and 20 July 2020 (when the account was closed).
- Interest (net of DIRT) of €332.02 and €0.05 was applied to account *****640 on 27 April 2020 (maturity) and 27 April 2020 (closure) respectively.

There does not appear to be any evidence that these amounts are disputed, nor does there appear to be any evidence upon which to determine that interest was applied by the Provider to the accounts, other than in accordance with the account terms and conditions.

The Complainant contends that *“the bank earned substantial interest from my funds which they held on deposits over the c. 243 days and potentially gave to borrowers by way of personal loans, mortgages etc.”*, and he compares the Provider’s lending rates to its deposit interest rates for customers.

It appears that the principle that the Complainant is referring to, is the fact that typically a bank lends money at a higher interest rate than the interest rate it offers to customers for monies held on deposit. This is one of the fundamental business models of retail banking, and I am satisfied that this is appropriate to a financial service provider which is regulated to provide such services. I would also note that, in this particular situation, the amount of interest earned by the Complainant, was a total of just over **€400.00** across the two accounts, in accordance with the terms and conditions which the Complainant had agreed to, when he opened those accounts.

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Cessation of Payments into Account ***346**

There is another aspect to the interest issue, however, and it is that the Complainant was paying €1,000.00 per month into account *****346 until November 2019, when the payments into that account, ceased. The Complainant contends that the payments ceased by reason of the mismanagement of the Provider and caused him to lose out on interest that he would otherwise have received, on a higher account balance, had the €1,000 per month continued to be paid into the account.

I note from the evidence that the payments ceased in November 2019, because the monthly standing order that the Complainant had set up with a third-party bank specified a “Final Payment Date” of 25/11/2019. In those circumstances, in my opinion, the cessation of monthly payments to account *****346 did not occur by reason of any wrongful conduct by the Provider, but rather because this is what the Complainant himself had pre-arranged.

Security Hold

With regard to the security hold that was placed on the Complainant’s online banking services, I note that the Complainant attempted to change his address using the online facility on **4 June 2020**, but was unable to do so. The online facility gave him a telephone number to call for assistance, which he duly did. The Complainant was advised that a hold would remain in place for 24 hours. The telephone agent was unable to advise the Complainant, as to why the security hold was put in place.

The Complainant was also advised that his address could not be amended over the telephone. This is disappointing as it was incorrect advice. After a period on hold however, happily the Complainant was then advised that he could in fact amend his address over the telephone. A security code was sent to the Complainant’s phone number, which he received. His address was then changed, and the security hold was lifted the following day.

I note that the Provider explained why the security hold was placed on the account by letter dated **23 June 2020** (the “sim swap” issue). I accept the Provider’s explanation. Financial service providers must be vigilant and take all possible measures to combat account fraud. In this instance, there was no fraud taking place, however the “sim swap” issue gave rise to a flag on the Provider’s systems, and a hold was placed on the account until the customer was contacted. In my opinion, this vigilance by the Provider is very welcome and added in a positive way to the service to the Complainant, in order to ensure that his funds were protected. Whilst it may have been inconvenient for the Complainant, there is no perfect system for combatting fraud, and I am satisfied that measures such as the one effected by the Provider in this instance, operate for the protection of its customers.

I am not satisfied that the Provider wrongfully/unreasonably placed a security hold on the Complainant’s account. A provider does not have to provide notice of a security block – to require notice would often negate the effect of the block if an actual fraud was being carried out on the account.

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Customer Service/Account Mis-Handling

The crux of this complaint arose on **11 May 2020** when the Complainant handed in a written instruction to the Provider's branch in the following terms:

*"I understand that my [account *****346] matured in December 2019 and my [account *****640] matured in April 2020 despite the Bank not communicating these maturities with me.*

Please accept this as my formal instruction to transfer the net credit funds from each of the above accounts in my [third party bank] account"

After furnishing the name, IBAN and BIC for his third party bank account, the Complainant concluded:

"Please issue a closing statement for each account together with a certificate of interest for the years ending 2019 and 2020 respectively.

Separately, is there a reason why the Bank did not communicate with me in advance of the maturity dates?"

The notification of maturity for the accounts has been addressed above.

The Complainant was advised that it would take 24 hours for the cash proceeds of account *****640 (just over **€15,000**) to be available in branch and that he would need to bring photo identification. This, in my opinion, was a reasonable requirement, given the significant amount of money involved.

The Complainant was advised that as account *****346 was an online account, it would take a maximum of 21 days to be closed.

The Complainant returned the following day to the branch (**12 May 2020**) at 11.00am. He received the cash proceeds of account *****640 at about 11.20am, leaving the account with a balance of zero.

I am satisfied there was nothing unusual or untoward about matters up to this point. However, thereafter, things began to go wrong.

Firstly, the letter instructing the Provider to close the online account *****346 only reached the appropriate team on **20 May 2020**. The Provider attributes this delay to COVID-19 measures but rightly acknowledges its shortcomings in its service.

When the letter did reach the correct team, it tried to telephone the Complainant, but it was unsuccessful, and therefore, it issued a letter (dated **20 May 2020**) to the Complainant seeking that he make contact with it, to verify the instruction. I accept that this was appropriate.

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However, the Complainant did attempt on numerous occasions to contact the Provider after receipt of this letter but was unable to get through, by telephone. Again, the Provider attributes this to COVID-19 measures, but again rightly acknowledges its shortcomings in its service.

The letter advised that if contact were not made within 2 weeks, a new written instruction would be required. The Complainant states that he received this letter on **29 May 2020**. He attempted to contact the Provider but was not successful in getting through until **6 June 2020**.

I note that during this phone call the Complainant was incorrectly advised that all of the Complainant's accounts had been closed. The Complainant knew that this could not be correct, and the Provider's agent agreed to check and call him back. However, the Complainant did not receive this call back. The Complainant verified through the online banking system that his accounts remained open and he tried to telephone the Provider on numerous occasions over the next week, but could not get through. This was no doubt incredibly frustrating and inconvenient for the Complainant and the Provider has apologised for the poor level of customer service provided.

On **15 June 2020** the Complainant received a letter dated **10 June 2020** arising out of that telephone call, which confirmed that the matter was being investigated.

On **23 June 2020** the Provider issued a response to the complaint, which is detailed above. Of note is the fact that this letter advised the Complainant that he needed to confirm the instruction to close account *****346, by calling a telephone number. The Complainant telephoned the Provider on **26 June 2020** and asked to speak with the person who had signed the letter of **23 June 2020**. As this person was not available the Complainant was promised a call back, which he did not get. The Complainant sent a written complaint to the Provider outlining the issues, which the Provider received on **2 July 2020**.

Although numerous attempts at telephone contact were made, the Provider and Complainant spoke by telephone on a couple of occasions, over the next couple of weeks.

The Provider's internal systems required that the account balance and recipient IBAN details were confirmed with the Complainant, prior to effecting the instruction to close the account. I am satisfied that this was appropriate, except for the fact that, over two months after the Complainant initially attended in branch to close the account, the account was still open. Finally, the relevant information was obtained from the Complainant and account *****346 was closed with the funds transferred to the third-party account on **20 July 2020**.

In my opinion, the Complainant's attempts to close account *****346 and transfer the proceeds to a third party account were hampered by poor customer service from the Provider, with the end result being that his instruction was not effected until more than two months after he had first attempted to give it, and 7 weeks later than what he had initially been told was the "maximum" length of time it would take (21 days).

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By **20 July 2020**, however, the substantive issues raised in this complaint had been resolved, other than an ongoing difficulty in making contact with the Provider, by telephone.

Summary

I am satisfied that, by furnishing misinformation, failing to return calls, and failing to ensure that its telephone lines were answered, the Complainant was subjected to an unreasonable delay and considerable inconvenience, in respect of his **11 May 2020** instruction to close account ending 346.

For the reasons explained above, I do not accept that the Provider failed to notify the Complainant of maturity dates and/or the date when interest earned was applied in 2019/2020, in respect of his accounts ending 640 or 346.

I am not satisfied that the Complainant suffered a loss of interest, in respect of account ending 346, since November 2019, due to the action/inaction of the Provider, including the suggestion that it had stopped calling payments to the account. The evidence shows that the payments to the account stopped, by virtue of the instruction given to a third-party bank by the Complainant himself.

Neither do I accept that the Provider wrongfully or unreasonably placed a security hold on the Complainant's account in 2020. Furthermore, there is no obligation to give a customer notice prior to placing a security block on an account.

I am satisfied that the Provider delivered poor customer service to the Complainant during these events in 2020, including but not limited to poor communication, delays and the provision of inaccurate and/or inconsistent and confusing information.

I don't accept however, that the Provider mishandled the Complainant's complaint in 2020, or that it failed to investigate/address all issues of complaint. On the basis of the documentation before me, I am satisfied that the Provider responded to the matters raised in this complaint speedily, efficiently and fairly.

I have had regard to the fact that the COVID-19 pandemic had an impact on the ability of all businesses to provide customer services. This does not however excuse all of the failures in this matter. That said, the Provider's failures do not in my opinion, warrant the level of compensation that the Complainant seeks, as confirmed when he submitted his complaint dated **31 July 2020** to this Office, and sought a "*Gesture of Goodwill in the amount of €12,000....*" I consider this amount to be entirely disproportionate.

The Provider has offered the following amounts by way of goodwill gestures to the Complainant:

- €250.00 17 July 2020
- €750.00 24 July 2020
- €2,000.00 9 April 2021

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In my opinion, the offer of **€750**, made to the Complainant in July 2020, was a fair and appropriate offer in all of the circumstances, to redress the issues which had arisen.

The Provider's subsequent offer to resolve the complaint was at a very generous level of **€2,000** and on the basis that this offer remains open to the Complainant to accept, I consider it appropriate to recognise that the Provider has long-since acknowledged its wrongdoing and made a generous offer of compensation to the Complainant, in order to resolve the complaint. Accordingly, on the basis that this offer remains open to the Complainant for acceptance, I do not consider it appropriate to make any further direction, or to uphold this complaint.

Conclusion

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

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



MARYROSE MCGOVERN
FINANCIAL SERVICES AND PENSIONS OMBUDSMAN (ACTING)

22 August 2022

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.

