

The complaint

Mr L complains that Shawbrook Bank Limited's ("Shawbrook") process to amend his nominated account details was inadequate and caused him delays accessing his savings account.

What happened

Mr L held a savings account with Shawbrook. Deposits to and withdrawals from the account were made through a nominated current account.

Mr L decided to transfer his current account to a different bank using the current account switch service ("CASS"). The account transfer was completed and under the terms of the CASS, his old current account was closed.

On 4 February 2022, Mr L attempted to change his nominated current account details with Shawbrook by accessing the online account area on Shawbrook's website. But there wasn't an option to do this. So, Mr L sent a secure message to Shawbrook providing his new account details.

Shawbrook said they couldn't electronically verify the details Mr L had provided. They asked him to send a colour scanned copy of his new nominated bank details and specified the items they could accept.

Mr L emailed a copy of the debit card for his new account. But Shawbrook couldn't accept this as it didn't show his new account details. They also said his email had been sent from a different email address to the one they held.

Mr L said he'd used the correct email, but the account provider sometimes displayed his email in a different way. He said he wasn't able to provide any of the other information. He thought their process was inadequate.

Shawbrook accepted Mr L's explanation about his email address. They confirmed their requirements again but said the debit card needed to show the bank account details. Mr L wasn't happy as previously they'd rejected his email address unnecessarily and hadn't specified the details his debit card needed to show.

Mr L complained to Shawbrook on 12 March 2022. He thought their process was inadequate and their service was unacceptable. He said he now had an online statement available showing his new current account details, but they'd previously said this wasn't acceptable.

On 28 March 2022, Shawbrook accepted Mr L's online statement as evidence of his new nominated account and updated this on their system.

In response to Mr L's complaint, Shawbrook said they needed the information to comply with their Anti-Money Laundering procedures and didn't agree they'd made a mistake. They said Mr L's debit card didn't show the details required to verify his account. They did agree they'd made a mistake when they said they couldn't accept emails from Mr L's email account. They apologised and offered £25 for the inconvenience and frustration caused by this.

Mr L wasn't happy with Shawbrook's response, so referred his complaint to this service. He said Shawbrook's actions meant he couldn't access his savings causing embarrassment when he couldn't pay bills on time. He wanted Shawbrook to change their processes and policies and thought they should pay more compensation.

Having considered all the information, our investigator didn't think Shawbrook's requirements were unreasonable. But our investigator did agree that Shawbrook should pay compensation due to the wrong information given about Mr L's email address and thought £25 appeared fair and reasonable here.

Mr L didn't agree with our investigator's findings. He said this service had previously upheld a similar complaint when greater compensation was paid. So, as an agreement couldn't be reached, his complaint has been passed to me to consider further.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

At the outset, I believe it's important to explain the role of this service when considering Mr L's complaint here.

It isn't the role of this service to ask a business to alter their policies and procedures or impose improvements on the level of service offered to their customers. These aspects fall firmly within the remit of the regulator – in this case, the Financial Conduct Authority (FCA).

But it is our role to examine and decide whether a business has been fair and reasonable in the manner in which those policies and procedures are applied in the individual circumstances of Mr L's experience with them. When considering what's fair and reasonable, I'm required to consider relevant law and regulations, relevant regulatory rules, guidance and standards and codes of practice where they apply.

Shawbrook said their requirements were necessary to verify Mr L's new nominated account details and comply with their Anti-Money Laundering ("AML") procedures and obligations. And as they weren't able to electronically verify his new account, I don't think their requirements here were unreasonable. I realise Mr L feels Shawbrook's processes are inadequate. But as I've already said, I'm unable to comment on that.

Shawbrook's list of acceptable items included a scan of Mr L's debit card. But Mr L says they didn't specify this had to include his new account number and sort code. Unfortunately, his new card didn't show these, and Mr L thinks Shawbrook should've been aware of that. Every bank and financial institution may provide products and services in a slightly different way. This may mean the information included on any debit card they issue may differ. I can't reasonably hold Shawbrook responsible for not knowing what information was on Mr L's debit card before he sent them the image.

Shawbrook had suggested other documents that would be acceptable. But Mr L didn't have any of those available. I realise how frustrating it must've been for Mr L here. But I can't reasonably hold Shawbrook responsible for the information available to Mr L. They wouldn't have any control over that. And as their requirements seem reasonable, I can't fairly say they made a mistake requesting what they did.

Shawbrook responded to Mr L's requests and emails within their usual timescales. So, I can't reasonably say they caused any unnecessary delays. After their email to Mr L on 25 February 2022, they heard no more from him until his complaint on 12 March 2022. Shawbrook acknowledged this on 17 March 2022 and agreed to accept an emailed copy of his online bank statement. Mr L emailed this information to Shawbrook on 27 March 2022 and they updated his details the following day.

I accept Shawbrook had previously said they wouldn't normally be able to accept an online statement. It appears they made a business decision to vary this given Mr L's personal circumstances. And while this wasn't what they would normally do I think that was a fair compromise and enabled Mr L's request to be completed.

Shawbrook agree Mr L was misinformed about their ability to accept emails from his particular email account. The variations in Mr L's email address were due to his email account provider, not Shawbrook. But they accept this is generally an accepted issue and they should've known that. I agree Shawbrook made a mistake here and should put that right. Shawbrook have offered compensation of £25 which I think feels fair here. And as this hasn't yet been accepted or paid, I shall reflect it in my decision.

However, I haven't seen anything to suggest the email issue caused further delays as Shawbrook did say they'd accept Mr L's emails in their response to him on 25 February 2022. Mr L's image of his debit card had been rejected anyway for legitimate reasons other than the email issue.

Mr L has referenced another decision issued by this service where he says an identical complaint was upheld and greater compensation paid. I'm unable to comment on that as I must consider Mr L's case on its own merits and circumstances.

I appreciate Mr L will be disappointed. But I don't believe Shawbrook's requirements here were unreasonable. They appear to enable them to comply with their AML obligations. Ultimately they made a business decision which enabled a solution to be found. But I shall uphold Mr L's complaint with regards to the confusion and issues with accepting his emails.

My final decision

For the reasons set out above, I uphold Mr L's complaint in part.

I require Shawbrook Bank Limited to pay compensation to Mr L of £25.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 12 January 2023.

Dave Morgan
Ombudsman