

The complaint

C complains that Police Credit Union Limited trading as Serve and Protect Credit Union would not change his title on their system or reference his new title when communicating with him.

What happened

C wanted to change his title, so he arranged a legal process to do this via a third party company. C was issued a master title deed confirming the change of title and he informed the various banks and building societies of his change of title so they could update their systems of the title change. C says that the only company who wouldn't change his title was Serve and Protect. He said they offered suggestions about changing his forename to the title, but C did not want to do this for religious reasons. C has said they referred to his incorrect title on the phone and he heard laughing noises coming from next to the call handler, which he thought was about him. C said he found this intimidating and they also referred to him by his former title on an email. He said Serve and Protect told him in an email they would be able to change his title, but then did not change his title. C made a complaint to Serve and Protect.

Serve and Protect did not uphold C's complaint. They said they responded to him on 27 May 2022, that they would update his personal details with his new title, but as this title was not available in their system, he was advised it would take five working days to take effect. They said they acknowledge that they shouldn't have told him that they would be able to change his title. Serve and Protect said there was no evidence to suggest that there was any laughing sound next to the call handler and they refute his claim that she was rude and intimidating towards him. C brought his complaint to our service.

Our investigator upheld C's complaint. She said that during the call recording, the call handler refers to C's previous title three times. She said while the first time may have been accidental, C was clear in telling her that he shouldn't be referred to by that title, however, she referred to C by the incorrect title a further two times on the call. Our investigator explained to C that Serve and Protect have system limitations and that is why they have been unable to amend his title on their system, and that our service can't make them change their systems. But she did say that Serve and Protect should write him a formal letter which acknowledges that their systems currently don't have his new title as an option under the title field and to pay him £100 compensation for the poor customer service.

C asked for an Ombudsman to review his complaint. He said £100 compensation was not sufficient and he said it's about the punishment they should get for their wrongdoing. He suggested he should receive £300 compensation.

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.

I'd like to explain to C that it is not within this service's remit to tell a business what system

changes they should make around a customer's title. It would be the role of the regulator – the Financial Conduct Authority, who have the power to instruct Serve and Protect to make changes to their policies and procedures, if necessary. Our service acts as an informal dispute resolution service for complaints about financial businesses. We look at the circumstances of individual complaints and, on a case by case basis, taking into account relevant industry guidance for example, make findings about whether a financial business has failed their customer.

I've considered the events of what happened here. After C wrote to Serve and Protect with his new title and evidence of this, they responded to him to inform him that they had updated their records with the change, and this would take five working days to be reflected on his online account. Serve and Protect had set an expectation here for C that there would be no issue in changing his title here. So it would have been distressing for C when his title wasn't updated to his new title. And to compound matters, it was after the five working days when they informed C of this. Not only did Serve and Protect question the legality of how C obtained the new title, but they also referred to his previous title in this email. While this was a suggestion of how they could record his name on the system, I would have expected them to explain to C that their system didn't have the functionality to change his title to the new title and that was the reason why the title couldn't be changed. But it was only after C brought his complaint to our service that he found this out through our investigator.

I've listened to the phone call which C had with Serve and Protect on 24 June 2022. I'm persuaded that the first time the call handler referred to C by his previous title was accidental. C made it clear that he shouldn't be referred to by that title, but the call handler referred to him by his previous title another two times on the call, to where C asked to be called by his first name instead. It's clear to me how frustrating this was to C, especially after he had told the call handler not to refer to him by that title. But I couldn't hear any laughing on the call, so I can't agree with C has said about this here.

I've considered what would be a fair outcome for this complaint. C wants Serve and Protect to write him a formal letter explaining that they haven't refused to call him by his new title and that the letter must state that they have a system limitation and that is why they can't update his records at present. I'm satisfied that this is a fair request. I say this because Serve and Protect did not acknowledge directly to C that this was the reason why they were unable to amend his title to his new title, so I'm persuaded that this formal letter, (on their letterhead paper) would be a proportionate step.

Finally, I've considered what C has said about wanting £300 compensation and that Serve and Protect should be punished. But our awards are not designed to punish a business or to make it change the way it acts in order to protect other customers in the future. That is the role of the regulator. Compensation is a discretionary remedy that we sometimes award if we feel that a business has acted wrongfully and therefore caused distress and inconvenience to their customer over and above that which naturally flows from the event. When we recommend compensation, it is often modest and within our established guidelines.

I'm satisfied that £100 compensation is fair and reasonable here. I say this because I'm persuaded that it recognises the impact that the errors made by Serve and Protect would have had on C. An expectation was initially set that his change of title could be actioned without any issue, for him to later find out that this wasn't the case, then to be referred to his previous title both on email and on the phone (three times) and to have the legality of the title questioned. This would have been distressing for C. So it follows I'll be asking Serve and Protect to put things right for C.

Putting things right

Our investigator has suggested that Serve and Protect send C a formal letter which acknowledges their systems currently don't have his new title as an option under the title field and to pay him £100 compensation, which I think is reasonable in the circumstances, for the reasons I've already given.

My final decision

Police Credit Union Limited trading as Serve and Protect Credit Union should write a formal letter to C which acknowledges their system limitations, as they currently don't have his new title as an option under the title field. They should also pay C £100 compensation for distress.

Under the rules of the Financial Ombudsman Service, I'm required to ask C to accept or reject my decision before 28 April 2023.

Gregory Sloanes
Ombudsman