

The complaint

Mrs S complains that National Savings and Investments (NS&I) did not answer the phone or call her back in order for her to change her telephone numbers and access her funds.

What happened

Mrs S says that on 24 October 2022, she attempted to log into her NS&I online account in order to transfer funds to an account with a third party who were offering a higher interest rate than NS&I. She says that NS&I recently introduced a two-factor authentication (2FA) security feature which requires a landline or mobile number in order for them to send a security code. But when she attempted to log in, she could see that the phone numbers NS&I held for her were out of date, but the system wouldn't allow her to log in to update the telephone numbers. Mrs S attempted to ring and email NS&I to update these telephone numbers on multiple occasions between 24 October – 5 December 2022 until the issue was resolved after she rang the complaints helpline and they transferred her to a department who could assist her – after she was transferred to someone else after the call handler experienced system issues.

Mrs S made a complaint to NS&I, but they did not uphold her complaint. They said on some occasions more calls come through to them than they expect and in these instances there is a delay in answering calls. The complaint handler said that should Mrs S still have problems contacting the helpline then she should contact her on the direct line to her at the top of the response. Mrs S brought her complaint to our service. She said she wanted NS&I to pay her £510.16 for a loss of interest for the 43 days she was without her funds plus compensation for the upset, stress and time wasted as a result of NS&I inaction.

Our investigator partially upheld Mrs S' complaint. She said she didn't think it should've taken so many attempts, using so many different modes of communication to try and update Mrs S' phone numbers. She said NS&I should've contacted Mrs S via a call back as she requested via email, much sooner. So she thought NS&I should pay Mrs S £150 compensation. Our investigator said it was Mrs S' responsibility to make sure her details were up to date, and she should've checked her phone numbers were up to date sooner. She said NS&I couldn't have foreseen that Mrs S would miss out on a third party investment opportunity, and they are entitled to have security measures in place such as 2FA. Mrs S asked for an ombudsman to review her complaint.

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.

Mrs S has made a number of points to this service and I've considered and read everything she's said and sent us. But, in line with this service's role as a quick and informal body I'll be focusing on the crux of her complaint in deciding what's fair and reasonable here.

NS&I have told us the names of a couple of products that Mrs S holds with them. So I've looked on NS&I's website to see what the Key features and customer agreement says

regarding up to date information. The customer agreement of both of these accounts says "You must tell us whenever you change your name, address, phone number, email address, or nominated account." So Mrs S could have helped mitigate what happened to her here. I say this as if Mrs S had updated her telephone details with NS&I when these were changed, instead of leaving her old telephone numbers on her account, then it's likely she would have been able to receive the code to her phone and move the funds in a timely manner without any issue.

But despite Mrs S not doing this, I would still expect NS&I to help Mrs S change her telephone numbers when she reached out to them. It's unfortunate that NS&I's queues and procedures resulted in Mrs S being disconnected and having to try to contact them again and again. I can see from the timeline that Mrs S has provided us that between 24 October and 13 November 2022 (when NS&I responded to Mrs S' complaint), that she attempted to ring NS&I ten times over five different days. She also wrote to NS&I, but as she was registered for their online and phone service, then they were unable to change her phone numbers by post. Mrs S also emailed NS&I on a number of occasions and asked for a call back. But she didn't get one. And she reached out to them via social media. So I do think NS&I have let Mrs S down by not assisting her in changing her telephone numbers, even if this was via a call back which she asked for – which NS&I now acknowledge they could have done sooner.

In considering what is a fair outcome for this complaint. I need to consider what actions Mrs S took to help mitigate the situation also. NS&I's response to her on 13 November 2022, says "Should you still have issues contacting our helpline, please contact me on our direct line above". So Mrs S had clear instructions to contact the complaint handler directly if she was still having problems on the NS&I helpline. But I've seen no evidence that she called this telephone number on the response letter until 5 December 2022 – the same day when her issue was resolved. So if Mrs S had followed the complaint handlers instructions, then the telephone numbers could have more than likely been changed nearly a month before they were actually changed.

So it is not proportionate for me to ask NS&I to pay Mrs S any interest she may have been able to earn elsewhere should she have been able to access her money when she first intended to. I say this based on her not taking action which either would have enabled her to access her money straight away if she had informed NS&I of the changes to her telephone numbers when they were originally changed, and her not appearing to contact NS&I on the direct line she was given until 5 December 2022.

But I do think that NS&I should pay Mrs S compensation for distress and inconvenience. She didn't receive a call back despite NS&I confirming to us that this is something they could have done. A call back before the final response letter may have resulted in her phone numbers being changed earlier and this in turn would have saved Mrs S trying to ring NS&I, or her having to email them, or contact them via social media. Our investigator has recommended £150 for what happened here. And NS&I have accepted her recommendation. So I'm not minded to interfere with this amount of compensation. I say this as it would not be proportionate based on the circumstances of this complaint to award more than £150 compensation here. So it follows I'll be asking NS&I to put things right for Mrs S.

Putting things right

Our investigator has suggested that NS&I pay Mrs S £150 compensation for distress and inconvenience, which I think is reasonable in the circumstances.

My final decision

I uphold this complaint in part. National Savings and Investments should pay Mrs S $\pounds 150$ for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 30 June 2023.

Gregory Sloanes
Ombudsman