

The complaint

Mr G complains National Savings and Investments (NS&I) provided poor customer service on multiple occasions.

Mr G is represented by his father in bringing this complaint. But for ease of reading, I'll refer to any submission and comments he has made as being made by Mr G himself.

What happened

Mr G has premium bonds in his name with NS&I. A change of details form was sent on his behalf to NS&I as the address they held for him was out of date. Mr G says after a number of weeks he received a letter from them which stated his forename(s) on the application was different to what they held on their records and they asked him to complete the attached form. Mr G says this was misleading as it did not state whether the information was needed for him or his father, who acts on his behalf.

After the letter was sent back to NS&I, Mr G's father rang them for an update after not receiving any acknowledgement that the process was successful, and he was advised the changes had been completed with the letters sent. Post was sent on Mr G's behalf to allow his father to register for online and phone service. But NS&I sent a letter to him to say the application could not be completed because they needed his date of birth. But again, it was not clear whether they wanted Mr G's date of birth or his father's date of birth. The letter also stated that the same form needed to be completed again and the form needed to be signed in the presence of a witness, but the letter didn't state why it needed to be witnessed and this was not mentioned on the application form as a requirement.

Due to the unclear nature of the letter, Mr G's father rang NS&I where he spent over an hour trying to ascertain what information was needed by NS&I and why, and he was placed on numerous hold periods while the call handler spoke to colleagues to obtain information. Due to Mr G's father's date of birth being incorrect on their systems, he was advised to complete the same form again and re-post this. He was also told by a manager on the phone that he couldn't explain why the form needed to be witnessed. Mr G made a complaint to NS&I. He says his father was promised a call back and this didn't happen and the telephone number on their letter asked him to dial back on a wrong telephone number.

NS&I did not uphold Mr G's complaint. They said that they employ various security measures, which they don't discuss publicly, but these can sometimes include the verification of customer details and signatures, therefore they needed to be provided with a witnesses signature in order to continue with the request. NS&I said they changed Mr G's address on their system and sent an acknowledgement of this on 28 April 2022. They said regarding the online and phone registration form, as Mr G's application form (which was completed by a third party), showed his father's date of birth to be different than the date of birth on the registration form, then they need a witness signature for them to update their records. Mr G brought his complaint to our service.

Our investigator did not uphold Mr G's complaint. She said the first issue occurred when Mr G's address was to be changed. But she said the reply form which was attached confirmed

this was for the account holder's details. In relation to the online phone and registration form, our investigator said that after listening to the call, the call handler explained that the date of birth for Mr G's father didn't match the one NS&I received when Mr G's account was first opened, and they explained they needed a witness signature. Our investigator said she was unable to say it was unreasonable for NS&I to request additional verification, especially after they received conflicting details. She explained that Mr G is the eligible complainant here and not his father, even though a lot of the complaint relates to service issues his father had.

Mr G asked for an Ombudsman to review his complaint. His representative made a number of points. He said that given he was acting on behalf of Mr G who isn't able to manage the premium bond, he doesn't agree that the eligible complainant is Mr G as he believes he is. He said regarding the incorrect forename issue, as the letter was not clear in the first place, this should be sufficient evidence on its own to recommend NS&I change their wording on future letters of this nature to avoid further confusion for other customers.

He also said that his issue is that NS&I didn't ask for a witness signature as standard practice before the registration form was submitted for any request for online services as this was one of their security measures in place, and even the back office staff including management were not familiar with this requirement. He said our service should advise NS&I that they need to improve by clearly advising customers of their security requirement on their online services request form and to ensure staff are adequately trained on this subject. He also says they handled his complaint poorly, including an incorrect telephone number and they used derogative language in their response to the complaint and he was promised a call back and this didn't occur.

As my findings differed in some respects from our investigator's, I issued a provisional decision to give both parties the opportunity to consider things further. This is set out below:

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

Mr G has made a number of points to this service and I've considered and read everything he'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 his complaint in deciding what's fair and reasonable here."

I'd like to explain to Mr G that it is not within this service's remit to tell a business how to run their identification procedures and when they should ask for a witness signature. I'm also unable to ask NS&I to change the wording on any of their letters or instruct training be given to their staff. It would be the role of the regulator – the Financial Conduct Authority, who have the power to instruct NS&I to make changes to their policies and procedures, if necessary."

I've considered what Mr G's representative has said about how Mr G shouldn't be the eligible complainant. Before we can look at the merits of a complaint, or in other words, whether what has happened is unfair, we have to make sure that the complaint is one that our service is able to consider. Our service doesn't have a free hand to consider any complaint which is referred to us. We must follow the rules, which say what we can and can't look at. Our rules can be found in the Dispute Resolution Rules (DISP) section of the Financial Conduct Authority (FCA) Handbook. Our rules state the eligible complainant must be a consumer and under DISP 2.7.6 of our rules it states:

"To be an eligible complainant a person must also have a complaint which arises from matters relevant to one or more of the following relationships with the respondent:

- 1. The complainant is (or was) a customer, payment service user or electronic money*

holder of the respondent”

So I’m satisfied that Mr G is the eligible complainant here. That is because the account is in his sole name. And while Mr G’s father may be able to act upon his behalf, the fact remains the account is in Mr G’s name. So Mr G’s father would not be the eligible complainant here as he is not the account holder.

I’ve considered the events of what happened here from when Mr G’s address was to be changed. NS&I responded to Mr G which stated his forename on the application was different to what they held on their records. But I’ve had a look at the account application and the change of details form, and I can’t find any differences between either Mr G’s name on both forms or Mr G’s father’s name on both forms, so it’s not clear why he was sent the letter to say that the forename is incorrect. NS&I have confirmed they shouldn’t have asked for this here. It’s clear that an error occurred here and the handler who checked the change of details form made a mistake in saying the forename didn’t match. It is likely that they were looking at Mr G’s father’s details instead of Mr G’s details and that’s why they mistakenly thought the forename didn’t match. Mr G’s father then needed to fill out a new form and send this to NS&I. NS&I have said that the form which was attached was clear that it was asking for Mr G’s details and not his father’s forename.

But as Mr G himself is the eligible complainant, I need to consider what, if any inconvenience or distress he had as a result of the actions with his father and NS&I. And I’m not persuaded that Mr G himself suffered any inconvenience or distress on this point. I say this as he did not fill in any extra forms or speak to NS&I about what had happened here – it was his father who did this. It’s not apparent if Mr G had the capacity to understand the issues at play and therefore he was unaffected emotionally by what happened here. And this is why Mr G’s father was managing the account on Mr G’s behalf. His father had effectively shielded him from any distress or inconvenience here.

I’ve then considered what happened when Mr G’s father completed a form to register for online and phone services. NS&I said that the date of birth didn’t match, but they didn’t explain whose date of birth didn’t match their system. But as the request was made by Mr G’s father then I’m satisfied that the letter was referring to him. But in my opinion, this wasn’t too important. I say this because the form asks for both dates of birth (his and Mr G’s). So the wording on his main letter made no difference in this instance in my opinion as both dates of birth would be required on the attached form.

I’m satisfied that NS&I were reasonable to ask Mr G’s father to provide this information. I say this because the date of birth he included on the original form was different to his date of birth on the system. So NS&I would need to be sure that they had the correct date of birth for him. One of the ways they can do this is by getting a witness signature to confirm all of the details are correct. I know he feels this should be part of their process at the application stage, but as I’ve already mentioned, it is not for our service to say what documents should need witnessing and when.

In terms of the error with the date of birth, this wasn’t picked up on the change of details form as this only required Mr G’s date of birth and not his father’s. So this is why it wasn’t picked up earlier. Mr G’s father would usually be asked his age and not his date of birth on the phone calls he had with NS&I. As the date of birth was a matter of days and not months apart, this is why this wasn’t picked up. But NS&I have confirmed to me that there was a call on 28 April 2022, where he went through security and he gave his date of birth – which didn’t match up with the system (based on the details of the application form) and they should have addressed this situation at this time with him. Had they of done so, then it’s possible a witness signature could have been obtained earlier than it was asked for.

In terms of NS&I's requirement to receive a witness signature, they have confirmed that this is correct and it's their procedure in this instance. But he received conflicting information on the phone on 15 June 2022 as a call handler said they didn't have his signature and that is why there was a witness signature required, but a manager told Mr G's father that they didn't know why the form had to be witnessed, so this created more doubt in Mr G's father's mind of what was correct and what wasn't correct. And he would be more likely to believe a senior member of staff such as a manager, especially when he had said he checked with back office staff.

Mr G's father has said he thought the response to his complaint was lacking and NS&I didn't cover off all of his points. He also thought the letter was derogatory to him. While I'm not persuaded that the language used in the letter was derogatory, NS&I have admitted that they have let Mr G's father down in how they handled the complaint. They have acknowledged that they offered a call back to him on 28 June 2022, but no call back was made and they have said they didn't address all of his points which were made. For the overall service failings, NS&I have offered him £50 compensation, but he has declined this as he wanted me to make a decision on the complaint.

But even if NS&I may have let Mr G's father down on multiple occasions, I can't say that they have caused the eligible complainant – Mr G himself, any distress or inconvenience directly. As I've already mentioned, it's not apparent if Mr G had the capacity to understand the issues at play here and any impact in terms of distress and inconvenience would have been on Mr G's father, rather than Mr G. So his father may wish to contact NS&I if he wishes to accept the £50 they offered him. But it follows that I don't intend to ask NS&I to do anything further."

I invited both parties to let me have any further submissions before I reached a final decision. NS&I did not respond to the provisional decision. Mr G responded to the provisional decision. He said that he was disappointed with the provisional decision, but he understood the reasoning of it. He also commented on procedural points with our service, which our investigator has responded to him on these points.

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.

As neither party have provided me with any further information to consider about the merits of this complaint, then my decision and reasoning remains the same as in my provisional decision.

My final decision

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 1 May 2023.

Gregory Sloanes
Ombudsman