

The complaint

Mr T complains that The Royal Bank of Scotland Plc (RBS) has failed to make reasonable adjustments for his disability, meaning he has been unable to properly use his account.

What happened

Mr T has on many occasions made transfers from his RBS account to another account he holds with a different bank, he does this via telephone banking. In February 2022 he tried to make another transfer, but RBS' security process had changed, he was now required to receive a one-time payment code via text message, which he then needed to read out to RBS on the phone.

Due to his medical condition, Mr T was unable to complete this process in the time given. His account was also blocked at this stage.

Mr T contacted RBS to try to resolve this, he was very unhappy with the service received in these calls, with the process regarding a cheque being blocked, and with RBS' overall response to his concerns. Ultimately RBS said that it could offer Mr T 'voice ID' as an alternative to the one-time payment code, it also directed him to its 'Banking my way' service, which is intended to help customers who may have different needs. Mr T does not feel this is a reasonable adjustment – as set out in the Equality Act 2010. Mr T feels that RBS should have proactively offered other adjustments, such as increasing the time available to provide the one-time payment code. And he says he does not want to use voice ID as he does not trust that it is secure.

Mr T referred his complaint to us, and one of our Investigators looked into what had happened. Overall, they agreed that Mr T had been provided with a poor level of service in his communication with RBS, and they recommended that RBS pay Mr T £150 to recognise the impact of this poor service. But they did not consider that RBS had treated Mr T unfairly. The Investigator felt RBS had offered suitable alternatives to allow Mr T to use his account.

Mr T disagreed, so as no agreement could be reached this case was passed to me for review.

I issued my provisional findings on this case on 29 November 2023. RBS made no further comments following those findings. Mr T disagreed with my findings, and set out his reasons for disagreeing in some detail.

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.

In my provisional decision I explained the following:

"I acknowledge that Mr T's experience with RBS has been frustrating. It's clear that he did not always receive calls back from RBS when he was expecting to, and that he was – on

more than one occasion – passed to the wrong department when he was asking to raise a complaint. I do consider that this will have caused Mr T a level of distress and inconvenience, and that he should be compensated for that.

I also acknowledge that Mr T has made numerous detailed submissions regarding his experience with RBS. I don't intend to address Mr T's concerns in the same level of detail, but I want to assure him that I mean no disrespect by that, and I have carefully considered everything he has said, I simply want to focus in this decision on the issues that are at the heart of this complaint.

And, in my view, the root of this complaint is that Mr T feels that RBS has failed to offer him reasonable adjustments in light of his particular disability – referencing the Equality Act 2010. For clarity, as a service, it's not our role to say whether a business has breached the Equality Act 2010 or discriminated against its customer – that's for the courts to do. We're an informal alternative to the courts and decide complaints on a fair and reasonable basis. For the purpose of this decision, it appears the Act is a relevant consideration when deciding this complaint, as a court is likely to find that Mr T is 'disabled' as defined by the Equality Act. So I've taken that legislation and what it says about how businesses should treat consumers into account when considering this complaint and whether RBS has acted fairly and reasonably here.

Due to his medical condition, Mr T is unable to complete the new telephone banking security process within the required time. But I do not think that RBS would have known that was likely to be the case until Mr T attempted to go through the process on that first occasion. And when it became clear that Mr T was unable to complete this process I consider that RBS did offer him an alternative way to complete security – voice ID. I understand that Mr T does not want to use voice ID, but that does not mean that it is not an appropriate alternative. I also understand that Mr T would have instead liked the time given for replaying the one-time passcode to be extended, but RBS have now told us that is not something they are able to do due to their technical limitations. I've considered what RBS has told us and I don't think it unreasonable that they cannot change the time limit given, particularly given the other work-arounds that are available for situations where the passcode is either unsuitable or does not work.

Mr T says he has been told that voice ID is not available for all payments, and that he would sometimes still need to use a one-time payment code. So Mr T feels that voice ID cannot be a reasonable solution to his problem. But RBS has confirmed to us that, if Mr T were registered for voice ID, there would only be very rare circumstances (concerning particularly high payments) where a one-time payment code might be requested, and that in all those circumstances there are ways that RBS can work around the requirement for a passcode so that Mr T would still be able to make the payments he needs to.

So given that an appropriate alternative is available – voice ID – which there does not appear to be any reason (other than personal preference) that Mr T cannot use, I don't think Mr T has been treated unfairly overall as he has been offered a solution to this issue which I feel is reasonable. I also note that, as part of RBS' usual process, if a customer is unable to receive a one-time passcode or the system that sends those codes is not working, there is already another alternative built into RBS' process – a series of security questions which customers must answer correctly in order to pass security and be able to carry out their banking on the phone.

I understand that Mr T is also unhappy that a cheque he had written was blocked, but I'm satisfied that it was reasonable for RBS to require additional checks before paying out this cheque. This is because Mr T did not generally use cheques, so it was an unusual payment on his account, and the signature on the cheque apparently did not match with the one held

on file. I appreciate that Mr T says his signature was different because of how his disability affects his hands, but I still consider that it was reasonable for RBS to want confirmation that the cheque was legitimate before paying it. Banks have responsibilities to protect their customers from fraud, and RBS' actions here are in line with what I would expect it to do.

Mr T has also said that part of the reason his account was blocked was that his accent is not British, he feels this is further discrimination by RBS. I've listened to the call where this is mentioned, and it appears that it was one point amongst several concerns that RBS had. In that call RBS also noted that Mr T was calling from a number it did not recognise and had been unable to pass its security procedure. I can though appreciate why this comment caused Mr T such concern, I think it is understandable that he would be worried his particular accent was the reason for his account being blocked. But I'm also satisfied from what RBS has told us that Mr T's account was blocked for standard checks that would have been applied to any account holder who had failed the security process. And it is reasonable for RBS to carry out such checks.

So with all this in mind, I'm satisfied that RBS has not treated Mr T unfairly here, as suitable alternatives to the one-time passcode process are available to Mr T, and RBS has explained why it cannot extend the time given, so I don't consider that RBS needs to make further reasonable adjustments. I acknowledge that Mr T still has funds in his savings account at RBS, but given that I'm satisfied there are options available to Mr T for passing the security process that would allow him to transfer those funds, I don't agree that he is blocked from accessing them.

I do though think that, overall, RBS could have handled this issue better, there was poor service provided here and that will undoubtedly have caused Mr T distress and inconvenience. But I am currently minded to say that I am satisfied that the £150 compensation recommended by our Investigator is appropriate in the circumstances of this complaint."

I appreciate Mr T taking the time to respond to my provisional decision, and I acknowledge that there are several points where Mr T disagrees with my findings. But nothing Mr T has said has changed my view that, overall, RBS has not treated him unfairly.

I understand that Mr T will be disappointed that I am not responding to his points in detail. And there has, over the course of this complaint, been a great deal of correspondence and many detailed complaint points raised. I have, however, focused on the issues which are - in my opinion - relevant to reaching a fair outcome to this complaint. This isn't meant as a discourtesy. It simply reflects the informal nature of our service.

I acknowledge that there were aspects of RBS handling of this issue that could have been better – and I include it's response to the DSAR within that – but overall I'm satisfied that it has not treated Mr T unfairly regarding the security processes it has in place. I am satisfied that a suitable alternative was offered to him – and note that this was offered relatively quickly. I am also satisfied that RBS' process includes other alternative ways of passing security, although I note that Mr T says those were not made available to him during his specific interactions with RBS.

I appreciate that Mr T has continued to have issues accessing his remaining savings account, and I've asked if RBS will send him a cheque for the remaining balance of that account. RBS has said it will be able to do this, or that it can make a payment direct to an account of Mr T's choosing if that is what he would prefer. If Mr T would like our Investigator to arrange this he should let us know.

But, in summary, I remain satisfied that the compensation our Investigator recommended is reasonable in light of any service failures on RBS' part, and I do not consider that RBS needs to do anything more.

Putting things right

To resolve this complaint RBS should pay Mr T £150.

My final decision

I uphold this complaint in part. The Royal Bank of Scotland Plc should put things right in the way I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 15 February 2024.

Sophie Mitchell
Ombudsman