

## **The complaint**

Mrs C complains about problems experienced when she tried to open a new account with Shawbrook Bank Limited.

## **What happened**

Mrs C said she tried to open a new account online, but wasn't able to do so. She said there was a problem with the website. She said she'd complained to Shawbrook about the problem, and it upheld her complaint, but it didn't pay her any money. She wanted £150 in compensation.

Mrs C sent our service a complaint response letter, dated 16 May 2023. The letter said that Shawbrook was sorry Mrs C had run into a problem opening her new account. This letter said Mrs C could try again to open the account online, or she could call Shawbrook.

Shawbrook sent us a letter dated 8 May, which it said confirmed the account was open. It sent us a chain of online correspondence between itself and Mrs C, which offered a rather confused picture of events. Shawbrook hasn't offered any further payment in this case.

Our investigator didn't think this complaint should be upheld, because she thought Shawbrook had paid Mrs C £250 for this complaint, plus an additional £50 paid as the first payment had taken some time to reach Mrs C. Our investigator thought that was enough to make up for what had gone wrong here.

Mrs C's representative replied, on her behalf, to say that Mrs C didn't agree, and she wanted this case to be considered by an ombudsman. The case was then passed to me for a final decision. And I then reached my provisional decision on this case.

## **My provisional decision**

I issued a provisional decision on this complaint and explained why I did propose to uphold it. This is what I said then:

When this case came to me, I could see a chain of electronic correspondence between Mrs C and Shawbrook. That was somewhat confused. However, Shawbrook has now confirmed that the account Mrs C wanted to open, was opened on 8 May. And it says she logged on to her online banking on 8, 9 and 10 May, so she could see that this account was there.

If that's right, and the account was indeed opened for Mrs C on the same day, after some initial difficulties, then I think it's likely that all Shawbrook needed to do for this complaint was to apologise for the initial difficulty that Mrs C had in opening an account on 8 May, and confirm her account was now open. And if Shawbrook had done that, I think I would have been likely to conclude that it didn't need to do more.

But that's not what Shawbrook did.

Shawbrook wrote to Mrs C on 16 May, about this complaint, apologising, and offering to help her open an account which Shawbrook now tells us was already open.

Shawbrook also carried on an email correspondence with Mrs C about this complaint, throughout May. And in those emails, Shawbrook started to discuss an entirely separate complaint, made about a fortnight earlier, about the closing of a different account.

Shawbrook told Mrs C it was paying her £250 for her complaint. It is now clear that this payment was for her earlier, entirely separate complaint. This payment was also considerably delayed, so much so that Shawbrook agreed a further payment of £50 for the delay alone.

When Mrs C had finally secured the payment for her previous, entirely separate complaint, she then asked Shawbrook about this complaint. Shawbrook first said it hadn't paid because the complaint wasn't upheld. But Mrs C pointed out that the letter she'd received said this complaint had been upheld. Then Shawbrook said it had paid her £300, although that was, as I've noted, for a different complaint. Then when Mrs C pointed out that this was for her earlier, separate complaint, Shawbrook just said it would pay no more, and it felt both complaints had been resolved.

In reply to my request for additional information, Shawbrook has stressed that it does assess each complaint on its merits, and it wouldn't simply refuse compensation for one complaint because it had been paid for another. Given the confusion here, I could understand if Mrs C had formed a different impression.

I think that Shawbrook's response to Mrs C's complaint about problems opening a new account has been both confused and confusing. I can see from the chain of email correspondence that Mrs C repeatedly tried to separate out the issues that Shawbrook was dealing with, unfortunately with little success. Because I think it has taken rather more of Mrs C's time than would seem to have been necessary, or indeed reasonable, to resolve the original issue, I think Shawbrook should now pay Mrs C £100 in compensation for the inconvenience this has caused her. I think that would provide a fair and reasonable outcome to this complaint.

I invited the parties to make any final points, if they wanted, before issuing my final decision. Both sides replied.

### **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.

Shawbrook said that it acknowledged the confusion and conflicting messages which had caused Mrs C inconvenience, so it would agree to offer £100 in compensation.

Mrs C said that bearing in mind the confusion from Shawbrook, she would ideally have liked £150 in compensation. But she said she would be prepared to agree to £100.

I understand that Mrs C would have preferred a slightly higher level of compensation, but I did take account of the level of confusion Shawbrook had caused, when I reached my provisional decision in this case. And I haven't changed my mind, I still think that provides a fair and reasonable outcome to this complaint. I'll now make the decision I originally proposed.

**My final decision**

My final decision is that Shawbrook Bank Limited must pay Mrs C £100 in compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 19 March 2024.

Esther Absalom-Gough

**Ombudsman**