

The complaint

Miss M complains that National Savings and Investments (NS & I) made an error in registering her change of address and in error transferred her mothers' bonds into her name.

What happened

Miss M's full name is the same as her mother's, save that she is "Miss" and her mother is "Mrs". And they both previously lived at the same address. In June 2023, Miss M sent a change of address form for herself to NS & I. It replied by letter, addressed to *Mrs M* at the Miss M's new address, quoting her mother's account number and giving details of her mother's bond holding. Miss M wrote back advising that she thought there had been an error and that NS & I had changed her mother's bond holding into her name and breached data protection rules.

NS & I replied in August 2023, apologising for addressing Miss M as Mrs M but didn't answer Miss M's concerns, though offered compensation of £75 which it sent to Miss M as a warrant. Miss M was still concerned that her mother's holding had been transferred to her and although NS & I sent a follow up letter regarding its actions over the change of address it didn't really address those concerns.

Miss M referred her complaint to the Financial Ombudsman Service. And when NS & I reviewed the matter it advised that its response letters were incorrect. In fact it had amalgamated Mrs M's bond holding with Miss M's. It had breached data protection rules by sending Miss M details of her mother's holding. It offered compensation of a further £75 and agreed to split their respective holdings back into the correct names. I understand that it has now done this.

Our Investigator reviewed Miss M's complaint and said that NS & I had acted appropriately and that the offer of an additional £75 compensation to total £150 was a fair and reasonable outcome for this matter.

Miss M did not agree, and the matter has been passed to me for an Ombudsman's consideration.

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 should say first of all that this decision concerns Miss M's complaint. Whilst I understand that Mrs M was upset by the matter, she has her own account with NS & I and any issues she has with it about her bond holdings would have to be dealt with as a separate complaint.

Whilst I can understand why the error was made by NS & I, in that the holdings were on the face of it in the same names and the same original address, the change of address form does require the bondholder to put in their full reference number. And I can see that Miss M did this.

I also don't think that NS & I carried out a proper investigation when the matter was raised by Miss M. She was clearly concerned that her mother's bonds had been transferred into her name as she had received a letter addressed to Mrs M quoting her mother's reference number.

Miss M was put to the inconvenience of having to make a complaint to this service. I am however satisfied that, once NS & I reviewed Miss M's complaint fully, it discovered the error it had made in changing the address. It has admitted amalgamating Miss M's and Mrs M's bonds and breaching data protection rules. I'm satisfied also that it has now carried out the correct steps to split the bond holdings.

On the question of data protection, this service doesn't make findings about breaches of data protection rules, as that is the function of the Information Commissioner's Office (ICO). A complaint can be made to it about any breach of the said rules, although it doesn't award compensation to individual complainants. From this service's point of view, I have to consider whether the business acted fairly and reasonably.

NS & I has offered a total of £150 compensation, as well as taking steps to correct its error. I think that was a fair and reasonable offer and is in line with awards we've made in similar cases. I should make it clear that I have also taken into account that NS & I took steps to correct its error. I would observe that it has sent Miss M two warrants totalling £150, although I believe she hasn't paid them in. The first warrant will have expired so, if Miss M accepts my decision NS & I will have to send her a replacement. I think the second warrant is still valid so again if Miss M accepts my decision, she can pay it in.

Putting things right

NS & I should pay Miss M a total of £150.

My final decision

NS & I has already made an offer to pay £150 to settle the complaint and I think this offer is fair in all the circumstances.

So my decision is that National Savings and Investments should pay £150.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 11 April 2024.

Ray Lawley
Ombudsman