

## **The complaint**

Mr M complains that Furness Building Society's identification procedures caused him to lose out on a savings account he wanted to open.

## **What happened**

Mr M tried to open a triple access saver account with Furness on 19 September 2023 and transfer money from a matured account paying minimal interest to the new savings account. Mr M says they asked him for his driving licence for identification purposes, and he also had his passport and utility bills (which displayed the address which has been showing on Furness' systems for many years) with him, but they only wanted to take a copy of his driving licence. Mr M says that his driving licence did not contain the same address as Furness' systems, however, they didn't suggest the driving licence needed to contain the same address.

Mr M says he found out the account wasn't opened when he rang Furness on 27 September 2023 to find out why his passbook hadn't been sent to him. He says Furness did not write to him, email him, or leave him a message stating the problem on his phone. They simply left one voicemail asking him to contact them without stating their reason or any urgency. Mr M says that when he visited the branch on 17 October 2023, he was told the triple access saver account was no longer available. Mr M made a complaint to Furness. He said he should be paid the interest on the triple access saver for a month.

Furness partially upheld Mr M's complaint. They said they should have checked the details on his driving licence matched those on the application. They said they used his preferred method of contact and left him a voicemail on his mobile on 20 September 2023, asking Mr M to contact them. Furness said they could've written to Mr M, but they could not be sure that the address used was correct, or that he would've received the communication any quicker than a call.

Furness said that on a call on 27 September 2023, Mr M told them that he would call into the office in two weeks' time and take his money elsewhere, so the inference was that he no longer wished to open the savings account, therefore the staff were not to know that he had subsequently changed his intentions. Mr M brought his complaint to our service.

Our investigator said the £25 offer was fair. She said that the staff in branch should have acknowledged the address not matching on the day and advised Mr M of the next steps. She said Furness tried to call Mr M the following day to inform him of this. Our investigator said Furness requested a call back, which Mr M was unhappy about this, but for security purposes she wouldn't expect the bank to state the reason of their call on a voicemail.

Mr M asked for an ombudsman to review his complaint. He made a number of points. In summary, he said that Furness had the ability to use another method of communication when it turned out that a voicemail was not a quick way of contacting him, Furness should have checked that the identification had the correct address on it, and he had an account at the address (different to the address on his driving licence) with Furness for many years without any concerns being expressed by Furness.

## 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.

Firstly, I'm aware that I've only summarised Mr M's complaint points. And I'm not going to respond to every single point made by him. No discourtesy is intended by this. It simply reflects the informal nature of our service as a free alternative to the courts. If there's something I haven't mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual point to be able to reach what I think is a fair outcome.

I'd like to explain to Mr M that it is not within this service's remit to tell a business how they should run their identification and account opening policies and procedures, such as whether they should accept driving licence's with addresses that don't match their system records, or how they should notify customer's that savings accounts are being withdrawn. It would be the role of the regulator – the Financial Conduct Authority, who have the power to instruct Furness to make changes to their policies and procedures, if necessary.

I've considered what happened when Mr M visited the branch on 19 September 2023. I'm persuaded they let Mr M down here by not checking the address, especially as Mr M says that he had other identification with him. So if Furness would have quickly checked the identification, and saw the address didn't match up, then it's likely Mr M could have provided acceptable identification there and then.

But it was the following day when Furness were trying to open Mr M's account that they realised the address on the driving licence didn't match their systems. Furness left a message on his mobile for him to call them back.

I've noted the strength of feeling Mr M has that Furness could have – and should have used alternative methods to contact him, such as a letter or an email. But I'm not persuaded it was unreasonable for Furness to use Mr M's preferred contact method to ask him to ring them back when they realised their error.

As Furness left a voicemail, and they wouldn't have been able to go through security with Mr M here, then I wouldn't expect Furness to tell him why he needed to ring them back. I've listened to the voicemail, and it is clear that once he gets this message to call them back, and a telephone number is provided. I've noted that Furness' savings conditions mention they'll contact their customer using any of the contact details they've given Furness. They don't state they would contact a customer using all of the contact details a customer has given them.

Given that there was a mismatch of details on the driving licence and their system, I don't find it unreasonable that Furness didn't write to Mr M about this issue, regardless of if his address on their system had been the same for years and they hadn't expressed any concerns previously. But if Mr M has concerns about how Furness has processed his identification in the past, he may wish to make a new complaint with them on this issue. But I'm satisfied that a voicemail would be proportionate as part of the circumstances of this complaint.

I've listened to a call Mr M had with Furness on 27 September 2023. The call handler confirmed they left him a message. She asks Mr M what he would like to do moving forward. At the end of the call, Mr M tells the call handler *"right, I'll take all the money out and put it somewhere else. I'll come in and collect the old paying in book, erm, in a couple of weeks' time. You keep it there, I don't, I don't want it in the post, I'll collect it in two weeks' time and put it somewhere else. You'll entirely lose my custom. Goodbye"*. It appears Mr M

disconnects the call as the call handler is trying to respond to him. So it did appear from the call that Mr M no longer wanted to open the triple access saver.

Unfortunately, when Mr M returned to the branch on 17 October 2023, the triple access saver that Mr M originally wanted to open had been withdrawn, so he was no longer able to open this. From the Key Features of the product that Furness have forwarded to our service this states "*This product is a limited offer and can be withdrawn at any time and without prior notice*". So I can't say that Furness have made an error here.

I've considered what would be a fair outcome for this complaint. Mr M wants Furness to pay one month's interest for their error. But it would not be proportionate for me to ask them to pay this. I say this because when Furness realised they had made an error they contacted Mr M the following day, and they left him a voicemail, asking him to call them back. Whilst I can sympathise with Mr M if he didn't realise they had left him a voicemail, I'm unable to hold Furness responsible for this when they did leave him a voicemail on 20 September 2023, and Mr M didn't return to the branch until 17 October 2023.

I'm persuaded that £25 is proportionate for what happened here, and it is in line with our awards for compensation. While there's no doubt that the branch staff should have checked the identification when Mr M visited the branch in September 2023, they did try and help mitigate their error by contacting Mr M the following day. So it follows that Furness should pay Mr M what they offered him.

### **My final decision**

Furness Building Society has already made an offer to pay £25 for distress and inconvenience to settle the complaint and I think this offer is fair in all the circumstances.

So my decision is that Furness Building Society should pay Mr M £25 compensation (only if they haven't already done so). But I won't be requiring them to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 22 May 2024.

Gregory Sloanes  
**Ombudsman**