

## **The complaint**

Mr W is unhappy with several aspects of the service he received from Skipton Building Society ("SBS").

Mr W's complaint is brought to this service by his authorised representative, his son, whom for ease of reference I'll refer to as 'Mr B'.

## **What happened**

On 5 September 2023, Mr W tried to transfer money out of his SBS account via online banking but received an error message and found that he was unable to do so. Mr W then engaged in an online chat with SBS to try to find out what the issue was so that he could transfer his money as he wanted to. However, SBS's agent wouldn't assist Mr W without him first calling SBS and speaking with them in person. Mr W wasn't happy about this, so he raised a complaint.

Later that day, Mr W was able to successfully transfer most of his money from his SBS account. Shortly afterwards, Mr W moved money into his SBS account. But when he later tried to withdraw money from the account, he found that he was unable to do so. And when Mr W asked about this with SBS he was told that it was because they still needed to speak with him following his 5 September 2023 online chat with their agent. Mr W wasn't happy about this either, and so added it to his complaint.

SBS responded to Mr W and explained that they held concerns about the security of his account and so had placed restrictions on it which would only be lifted when he spoke with them, either by telephone or by visiting branch. Mr W wasn't satisfied with SBS's response, so Mr B referred the complaint to this service on his behalf.

One of our investigators looked at this complaint. But they didn't feel that SBS had acted unfairly in how they'd managed the situation and so didn't uphold the complaint. Mr B remained dissatisfied, so the matter was escalated to an ombudsman for a final decision.

## **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 note that Mr B has provided several detailed submissions to this service regarding Mr W's complaint. I'd like to thank Mr B for these submissions, and I hope he doesn't consider it a discourtesy that I won't be responding in similar detail here. Instead, I've focussed on what I consider to be the key aspects of this complaint, in line with this service's role as an informal dispute resolution service.

This means that if Mr B notes that I haven't addressed a specific point he's raised, it shouldn't be taken from this that I haven't considered that point – I can confirm that I've read and considered all the submissions provided by both Mr B and SBS. Rather, it should be

taken that I have considered that point but that I don't feel it necessary to address it directly in this letter to arrive at what I consider to be a fair resolution to this complaint.

I also note that subsequent to the events under consideration here, Mr B obtained a Power of Attorney for Mr W, which authorises Mr B to make financial decisions on Mr W's behalf. However, at the time of the events under consideration here, no formal authority for Mr B to make financial decisions on behalf of Mr W existed.

When Mr W tried to make the initial transfer out of his SBS account on 5 September 2023, the instruction was flagged by SBS's automated fraud prevention systems for further checks.

Mr B has explained that this led Mr W to contact SBS by online chat, during which SBS's online chat agent explained to Mr W that he would need to call and speak with them directly to remove the restrictions from his account.

Having reviewed all the information submitted by both Mr B and SBS on this complaint, I feel that it's reasonable to conclude that it may have been Mr B, and not Mr W, that was communicating with SBS on the online chat on 5 September 2023. And because of this I feel that it's reasonable for SBS to have held concerns as to whether they were communicating with Mr W on the online chat and to have therefore required to speak with Mr W directly – so that they could verify Mr W's identity directly – before removing the restrictions.

One reason I make this hypothesis is that Mr B has said that Mr W is hard of hearing and is unable to communicate on the telephone. However, I've listened to a recording of a telephone call that Mr B had with SBS about this issue, in which he said the following:

*"My father also has an account with you, and I called him and told him about it, and he said 'well I'll move my money as well'."*

And also:

*"I have a 92-year-old father, phoning me, and saying 'why are Skipton doing this to me?'"*

I'm sure that Mr B will understand that his own statements as quoted above are inconsistent with the claim that Mr W is unable to speak on the telephone. Although I acknowledge that it doesn't preclude the separate and distinct possibility that it may be difficult (but not impossible) for Mr W to speak on the telephone.

Additionally, it's notable that it's Mr B's position here is that it was Mr W that was interacting with SBS up until a telephone call had to be made, at which time Mr B made those telephone calls. And Mr B – after being authorised by this service as a representative of Mr W regarding this complaint – has also said that he wants to deal with this complaint for Mr W completely and doesn't want Mr W to be directly contacted at all. I hope that Mr B will understand how it can be hypothesised from this history that it might not have been Mr W interacting with SBS in the first instance, and may have been Mr B.

Of course, this isn't to say that this hypothesis is correct, and I acknowledge that it may have been Mr W that engaged in the online chat with SBS on 5 September 2023. But it is to say that because I feel it's reasonable to suspect otherwise, I also feel that it was reasonable for SBS to have held concerns that it wasn't Mr W that they had been communicating with on the online chat, or indeed who may have instructed the transfer from the account earlier that day. And it's also to say that because of this, I feel that it was reasonable for SBS to have placed restrictions on Mr W's account and to have insisted on speaking with Mr W directly before removing those restrictions.

I must also stress that in hypothesising that it may have been Mr B engaging with SBS on the online chat on 5 September 2023 that I'm not in any way saying that Mr B wasn't acting without the knowledge and consent of Mr W or in his best interests. But it is to say that if it were the case that it was Mr B acting for Mr W, that Mr B had no formal authority to do so at that time. And so, I feel that any suspicions SBS may have had that it wasn't Mr W they were communicating with should have resulted in the restrictions that they placed on Mr W's account the following day.

Ultimately, in consideration of what I've explained above, I won't be upholding this complaint or instructing SBS to take any form of action. And if it is the case that Mr W's account remains restricted, I feel that it's fair and reasonable that Mr W should fulfil SBS's security requirements to SBS's satisfaction. Although I do note that Mr B has now obtained a Power of Attorney to act on Mr W's behalf regarding his financial affairs, which I would expect SBS to consider (if a copy of that Power of Attorney is provided to them by Mr B).

Mr B may note that if SBS did have concerns over the security of Mr W's account, why was it possible for most of the balance of the account to be withdrawn later on the evening of 5 September 2023. SBS have explained that this is because the report sent by the online chat agent wasn't reviewed until the next day – 6 September 2023 – at which time the restrictions were put in place.

This delay in restricting the account is somewhat concerning. But thankfully neither Mr W nor Mr B have any issues with the withdrawal that took place on 5 September 2023, before the restrictions were added. As such, I don't feel that there was any impact to Mr W here because of the delayed restricting of his account.

Finally, Mr B has said that SBS's online chat agent was rude and unhelpful. But I don't agree, and I feel that the agent was polite and professional and acted as I would reasonably have expected them to act. Accordingly, I also won't be upholding this aspect of Mr W's complaint.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 21 October 2024.

Paul Cooper  
**Ombudsman**