

## **The complaint**

Mr T complains Yorkshire Building Society ("YBS"):

- discriminated against him and failed to make reasonable adjustments as required by the Equality Act 2010 due to his disability
- has failed to communicate effectively when it stopped sending monthly statements by post after Mr T had attempted to register for its online banking service in 2020
- blocked and closed his account without explanation
- continued to restrict his account after its review had finished. And that it failed to inform him in a timely manner, in line with the adjustments he had told YBS to make by speaking to him when it sends letters

Mr T says YBS' actions, and failure to make reasonable adjustments, have caused him significant distress, inconvenience, and avoidable physical pain and discomfort. To put things right, Mr T says YBS should pay him substantive, and appropriate, compensation.

## **What happened**

Mr T's complaint is complex and multi-faceted. The above summary of it is intended to capture it in its broadest terms. I'd also add that the details of this complaint are well known by both parties, so I won't repeat them in exact detail here. And given the substantive nature of submissions provided, I don't think it would be pragmatic to do so.

In September 2020, Mr T suffered serious injuries which resulted in his mobility, and capability to carry out simple everyday tasks, being substantively impaired. As a result Mr T says he is now disabled, with no certainty as to how long his condition, and related ailments, will last. Mr T has been unable to work and is mostly confined to stay in his home because of his condition.

Around November 2020, Mr T had spoken to YBS over the phone. YBS explained what Mr T had to do, and the timescales involved, to register for online banking. Mr T says he then tried to register for YBS' online banking services so he could access the income in his account. But his condition impaired his ability to access it, and by January 2021 he had forgotten his login details. Mr T says his condition and disability prevented him also from being able to access his post – for which method it was likely YBS sent him his login credentials.

In early February 2021, Mr T called YBS. He asked why he had not received his statements in the last two months in the post in the way he had been previously. Mr T was told YBS only sends annual savers statements for his type of account, and his registration for online banking is likely what stopped any previous arrangement.

Mr T didn't pass YBS' security checks on this call. So he was told YBS can't help him further at that point and he would need to go into a branch to be identified to get the help he needed. Mr T explained he couldn't visit a YBS branch due his condition. Mr T initially raises

a complaint about the paper statements being stopped, but then withdraws it and say he will write to YBS to reinstate his monthly statements.

In early March 2021, Mr T called his YBS branch. It's not clear if this was his closest one, but it was the one he frequently visited before sustaining his disabling injuries. Mr T wanted to remove his online registration as he had to go through security based on details he'd used when initially attempting to register for it. Mr T was told he had to contact head office to remove any online banking details. Mr T says calling head office caused him an issue as he has forgotten the digits from the passcode that was set-up at registration.

Mr T wanted to withdraw £5,000 in cash from the branch. But the branch staff couldn't guarantee this amount on the day he wanted it as it said it needed three working days for such a substantial amount which could only be guaranteed the day after.

Mr T couldn't attend the branch to collect the funds on the day after as YBS suggested but asked it to request the funds in any case, and he would call in on the day before when he could attend, to check if they had arrived. Mr T explained his ability to come into the branch was affected by his health condition.

There was a conversation about this which included the branch staff member asking Mr T if they could add a vulnerability flag to his profile on its systems. The staff member also suggested they could help with Mr T's registration on online banking so he wouldn't have to come into branch and could use Faster Payments to transfer his funds. Mr T said he didn't want to do this given the issues he had with registering before, and he needed cash.

A few weeks later Mr T called YBS' branch and asked to withdraw cash but once again the notice period didn't allow Mr T to attend on the day that he was able to. No cash was withdrawn from Mr T's account in March 2021.

In April 2021, Mr T gave three working days' notice as he has been told that he wanted to withdraw a large sum of cash. On 22 April 2021, Mr T called his YBS branch and said he'd left six voicemails that morning and wanted to know if his cash was ready for collection. Mr T was told it was, but he said it was now too late for him to prepare himself – given his condition - and get to the branch in time.

The branch member who spoke to Mr T then suggested that going ahead someone would call him to let him know when the cash had arrived, so he had enough time to prepare and attend.

In early May 2021, Mr T went to the YBS branch to collect cash he'd ordered. Mr T says he gave permission for his online banking to be cancelled, and that it was. He also says despite forewarning the branch of his condition, acute mobility issues, and capability only to be there a short while, he had to wait around 90 minutes. This caused him severe discomfort and pain and so he had to undertake various spinal positions to alleviate this. Because of this, and his medication wearing off, Mr T says he had to leave without collecting the money. And it left him severely exhausted. Mr T adds this was another example of YBS' failure to make reasonable adjustments for his disability.

Unhappy with the customer service he'd been provided, Mr T complained. YBS upheld part of Mr T's complaint. In summary, it said:

- YBS aimed to provide support to Mr T on numerous occasions to get his online access working again, however it's unable to do so without verification being conducted in its branch but Mr T is unhappy with this

- Arrangements had been made for Mr T to visit a YBS branch to withdraw £5,000 cash. But on arrival YBS was unable to authorise this transaction due to a system error which affected numerous branches. It's sorry about this
- Mr T was informed a maximum of £1,000 could be withdrawn but unfortunately this wasn't sufficient, and he was understandably unhappy to leave his card with branch staff whilst they processed the withdrawal offline
- Because of this, and the personal time Mr T spent during his visit to branch, YBS offered him £50 as an apology, and for the distress and inconvenience caused

A couple of weeks later, Mr T made another request by phone to collect cash from the branch. Mr T says he was told YBS was having cash delivery issues. Mr T didn't go into branch on the planned day of collection.

Around 27 May 2021, Mr T's account was blocked by YBS. On 8 June 2021, YBS sent Mr T a letter in which it notified him of its decision to close his account in 30 days' time. Mr T says he told YBS that he had an issue accessing his post due to his condition. So it should have known to give him more time to make alternative arrangements, and YBS should have called him to inform him of the content of this letter as he had requested.

YBS sent Mr T another final response letter on 22 June 2021. It apologised and upheld another customer service complaint Mr T had made previously about not being able to access the funds in his account. YBS said it had paid a further £50 into his account for this.

On 25 June 2021, YBS say it was aware of Mr T's issues with receiving his post and it added a flag on its systems about this. YBS say the note made its staff aware that they should call Mr T to make him aware of any post that required a response within a specified timescale.

Mr T then complained to YBS about (i) paper statements not being sent to him any longer and the difficulties he had with its online banking; (ii) its failure to make reasonable adjustments; and (iii) his account being restricted without explanation.

YBS upheld Mr T's complaint in part. In its 9 July 2021 response, and in summary, YBS said:

- YBS' online information failed to tell Mr T his paper correspondence would stop after registering for online banking. YBS can't comment on any login issues as it doesn't have the records
- YBS' branch staff say it made every effort to make Mr T's visits as comfortable as possible. They needed three working days' notice for cash to protect the money and its business. Later, they put a procedure in place to contact Mr T on the collection day to ensure he could visit branch
- Mr T was asked by branch staff if they could leave a reasonable adjustment and/or vulnerable consumer flag on its systems. But Mr T declined this, so this [reasonable adjustments] part of his complaint was not upheld
- The restrictions applied on Mr T's account were in line with the terms of the account, and YBS' obligations
- After listening to calls Mr T had with YBS' staff about accessing his account, it's clear he was given conflicting and contradictory information about this. So this part is upheld

- YBS has sent a cheque of £150 compensation for the distress and inconvenience it caused in relation to its failure to inform Mr T his paper statements would stop being sent by post

YBS then sent a follow-up response on 21 July 2021. In summary, it said:

- YBS' branch staff advised Mr T they could send Faster Payments to enable him to send payments without having to come into branch. But Mr T declined as he wanted to keep his accounts separate. And in instances where Mr T couldn't get to branch, the staff offered to move the collection date - even to the following day. The branch staff said Mr T usually cancelled collection as he was unsure when he'd be able to visit branch
- The branch has confirmed the correct notice for collection is two days. YBS' website says a few days, and this is unclear. YBS apologised for this and said it would pay Mr T a further £20 compensation
- Mr T was given 30 days' notice of closure on 8 June 2021, and this was read out to him over a phone call on 24 June 2021. YBS hasn't not done anything wrong by following its process when sending the letter

Unhappy with YBS' responses, Mr T referred his complaint to this service. One of our Investigator's looked into it, and they recommended it not be upheld. In short, some of their key findings were:

#### *Online registration*

- YBS has provided a screenshot of its online registration process, and this shows statements would only be visible online. Mr T would've had to read this before he agreed to the terms when completing the online banking registration. So Mr T was given adequate information about this change
- Mr T was unable to pass security on a call with YBS on 3 February 2021. It was clear the statements issue was important to Mr T. But YBS hasn't done anything wrong with not recording Mr T's vulnerabilities given it couldn't successfully identify him. The advisor on the call did suggest Mr T could write to YBS or visit a branch to help get his online account deactivated
- YBS' final response dated 9 July 2021 acknowledged that when Mr T spoke to a branch member about this issue, they didn't explain the statements would become paperless. Because of this lack of information, YBS offered Mr T some compensation which was fair and reasonable

#### *Cash withdrawal request*

- YBS was made aware of Mr T's health condition on 17 March 2021, but at that time he didn't want its staff to log this on its systems
- YBS upheld Mr T's complaint about the discrepant cash withdrawal notification timescales, and it's fairly compensated him for this
- YBS needed two days' notice to arrange for the cash to be delivered to its branches. As it's not a bank, it doesn't hold large sums of cash on site and doesn't have a set procedure in place for all its customers. So it couldn't do anything different due to its processes at the time to better accommodate Mr T's needs. YBS has treated Mr T

fairly and in a way that it would be expected to treat any customer in his situation

- On 22 April 2021, Mr T said he no longer could get to branch as it was too late in the day. Mr T had been attempting unsuccessfully to contact the branch throughout the morning to enquire if the cash had arrived. A branch member said they would call Mr T in future when cash was ready for collection to avoid a repeat of what had happened.

This was a fair adjustment YBS made for Mr T, and the staff member also asked if they could put a note on its systems so that in future their colleagues would be aware he may require additional support. But as Mr T declined, it isn't fair to hold YBS responsible for not trying to support him better

- YBS were able to delete Mr T's online banking on 4 May 2021 as he'd requested. But there isn't enough evidence to know what happened on this day when Mr T went into branch to unsuccessfully collect cash which he'd ordered upfront
- YBS were entitled to conduct a review of Mr T's account and restrict it. And this was done in line with its legal and regulatory obligations
- YBS concluded its review on 8 June 2021 at which point it sent Mr T a letter that it had decided to close his account. Mr T said he had been victimised and mentioned the Proceeds of Crime Act ("POCA"). They couldn't see YBS made Mr T feel this way and the review of the account was reasonable, done promptly, and without undue delay
- Whilst YBS gave Mr T 30 days' notice of closure, the account remained restricted during this period. So the account should be treated as an immediate closure. YBS had reasonable grounds, and acted fairly, when closing Mr T's account with immediate effect - and it is under no obligation to give an explanation
- Mr T said he hadn't received this letter and it was read out to him over the phone on 24 June 2021. Mr T was advised he could attend branch and withdraw his balance, or a cheque could be sent. This is when Mr T agreed a note could be put on YBS' systems that if a letter was sent to him by it, a staff member would call him and explain the contents. YBS did nothing wrong here
- Mr T raised several points as to when YBS failed to make reasonable adjustments for him. But most of these would've involved YBS changing its processes or procedures for cash withdrawals. This isn't something we can ask it to do. And there is no evidence to conclude YBS failed to make reasonable adjustments for Mr T when they were made aware of his vulnerabilities

Mr T didn't agree with what our Investigator said. As there was no agreement, this complaint was passed to me to decide. I then sent my provisional decision to both parties in which I said I was planning on upholding this complaint in part. For ease of reference, here is what I said I was planning on deciding:

#### Provisional decision

*"I'm very aware that I've summarised the events in this complaint in far less detail than the parties and I've done so using my own words. No discourtesy is intended by me in taking this approach. Instead, I've focussed on what I think are the key issues here. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts.*

*If there's something I've not mentioned, it isn't because I've ignored it. I'm satisfied I don't need to comment on every individual argument to be able to reach what I think is the right outcome. I do stress however that I've considered everything Mr T and YBS have said, and the evidence they've presented, before reaching my decision.*

*I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I'm planning on upholding this complaint in part. I'll explain why.*

*As I alluded to earlier, I think Mr T's complaint falls broadly into four areas:*

- (1) Discrimination and YBS' failure to make reasonable adjustments*
- (2) YBS' failure to communicate effectively and inform Mr T that his online registration would stop paper statements being sent in the post*
- (3) Account restrictions and closure*
- (4) Undue delays with Mr T being able to get his funds once YBS' review had finished*

#### *Discrimination and reasonable adjustments*

*Mr T says YBS should've identified him as a vulnerable customer. And by not making reasonable adjustments it has discriminated against him based on a protected characteristic - his disability. As a result, Mr T argues YBS has failed to follow its legal obligations under the Equality Act 2010, and other related regulations. Mr T also adds that by not making reasonable adjustments, YBS has indirectly discriminated against him.*

*I'd like to make it clear I do not doubt how genuinely Mr T feels about this matter and the trouble and upset he's described YBS' actions have caused him. While I appreciate this is Mr T's perspective, it is not my role to decide whether discrimination has taken place as a matter of law – only the courts have the power to decide this.*

*I have, however, considered the relevant law in relation to what Mr T has said when deciding what I think is the fair and reasonable outcome. Part of this has meant considering the provisions of The Equality Act 2010.*

*Mr T has also sent me substantive information related to all his conditions which include medical reports and appointment details. Having carefully considered this, it's clear Mr T has had to manage a significant deterioration in his health and mobility due to injuries he'd sustained in September 2020.*

*Mr T says YBS should've made several reasonable adjustments for him. Some of the main ones he's said are:*

- Money ordered for Mr T could've been held for a reasonable time, maybe over several days*
- YBS could've increased Mr T's ATM withdrawal limit so he wouldn't need to request cash in the way he had to*
- After he's failed security on 3 February 2021 on the phone, YBS could've verified his identity based on what he had told them about his condition in a different way other than telling him to go into branch. For example over email or using digital secure documents*

- YBS could've sent Mr T messages on his mobile phone or called him to alert him about important letters much sooner than it did

*When did YBS know about Mr T's condition?*

*Firstly, I think it's important to make a finding on when YBS knew Mr T's health and mobility had changed to the extent that he had become disabled. More importantly, when it ought to have known Mr T was vulnerable and may need reasonable adjustments to be made for him.*

*Mr T says he first spoke to YBS about his change in health on 3 February 2021. YBS has provided this call and I've listened to it very carefully. Mr T initially wants to know why he's not receiving his statements and he then fails the security, or customer verification process (CVP), with YBS. Mr T says he can't remember his password and he's then asked other questions to help identify him.*

*Mr T is told by YBS' agent that he will have to go into branch to get verified or write to YBS to reinstate his paper statements. Mr T explains he can't go into branch as he's 'highly injured'. He also describes his specific injuries.*

*YBS has an obligation to ensure it's speaking to its customer and not a third-party impersonating them. Amongst other things, this process is in place to protect both YBS and Mr T from financial harm. So I'm satisfied YBS hasn't done anything wrong when telling Mr T he has failed its CVP process and then giving him suggestions on what he could do to reinstate his statements.*

*As YBS couldn't identify, and thereby be satisfied it was talking to Mr T, I'm persuaded it hasn't done anything wrong in not making note or recognising Mr T's health and vulnerability. It follows that I'm persuaded YBS wasn't made aware at that point of Mr T's condition for it to have considered making any reasonable adjustments.*

*But I am satisfied YBS should have known Mr T had acute health conditions which impaired his mobility significantly on 2 March 2021. That's because Mr T called YBS' branch to request cash for collection, and as part of this conversation he explained – amongst other things - that he was recovering from six months of effective paralysis, was at hospital most days, and that he could come into the branch if he could hold onto a wall.*

*Vulnerability flag*

*Mr T was then asked on this 2 March 2021 call if the agent could place a vulnerability flag against his profile on YBS' systems. They said this could help with him needing more time to collect cash from a branch. I note both YBS and our Investigator put weight on this interaction and subsequent one's where Mr T was asked about this flag being put on his system profile. They concluded that as Mr T had said he didn't want this flag added, YBS had fulfilled its obligation to make reasonable adjustments.*

*Mr T argues he had personal reasons relating to not being perceived as someone who needed special care, the negative connotations that could carry, and that he wasn't given a clear explanation as to how the flag would in practical terms help him. He's also said he didn't unequivocally say 'no'.*

*It's possible such a flag may have helped other YBS colleagues to make reasonable adjustments for Mr T. But I'm not persuaded merely following a process here would have meant reasonable adjustments would have necessarily been made. At the heart of the issues Mr T was having in branch - up until his account was restricted - was the ability to arrange to collect cash when it best suited him given his condition. What I would have*

*expected as fair and reasonable would be a meaningful conversation with Mr T as to what YBS' staff could do to help Mr T with his needs and what practical adjustments it could make.*

*I note also that YBS choose not to engage with its vulnerability team to support Mr T because he refused to have the flag administered. Having carefully considered this, I'm persuaded this too is a failing on YBS' part. The involvement of such a team, who are likely trained to deal with such matters, would most likely have helped make the required reasonable adjustments for Mr T.*

*I note it wasn't until 22 April 2022, that one of YBS' branch staff suggested a branch member call Mr T as soon as cash was ready for him to collect. This measure gets to the heart of Mr T's main issue about being able to collect cash in a way that takes his condition into account. I think something like this should have been done from the moment Mr T disclosed his disability and challenges of coming into branch to collect his money.*

*In mitigation, I do think offering to make Faster Payments into Mr T's external, or beneficiaries accounts, was an appropriate suggestion especially as he has said he'd adopted to using online services to get essentials in December 2020.*

*Mr T says he needed cash in this way to keep this money separate from everywhere and because he didn't want the people paying into his YBS account to have access to his financial network. He said this on the 2 March 2021 call, adding he doesn't want the payees to get his personal details.*

*Given his condition, and the challenges of going into branch physically, I'd have expected him to have done more by showing more flexibility here.*

*However, to be clear, I'm persuaded YBS failed to reasonably and fairly take steps to make suitable adjustments for Mr T based on what it knew about his condition. On the 2 March 2021 call Mr T does say he doesn't want the flag added. But this should not have stopped YBS from speaking and deducing what it could do to support Mr T from that point and onwards.*

#### *Notice period*

*YBS accept it gave Mr T the wrong information here – that is, three working days' notice as opposed to the correct two working days' notice. YBS said it would pay Mr T a £20 compensation for this. Had Mr T been told it was two days, I'm persuaded this would have had a significant impact upon his ability to manage and attend his collection date. From the calls I've listened to, it's clear that Mr T was having issues with the three working day notice period and how it fitted in with his ability to attend branch.*

*Because of this I don't think £20 is fair compensation based on the impact to Mr T. I will address what I think is fair compensation later in my decision.*

#### *Paper statements*

*YBS accept in its 9 July 2021 final response letter that its online information failed to make Mr T aware his paper correspondence would stop after he'd registered for its online banking. Later, it sent a screenshot of the specific web journey page Mr T would have had to read before agreeing to the terms and condition of its online banking.*

*This says under the heading 'managing our contact with you': "When you complete registration we will stop sending you annual Savings statement by post as you'll be able to*



view this online”.

Mr T argues this isn't relevant given he was sent monthly statements, so it's not sufficiently clear they would stop too. YBS has sent me screenshots from its internal systems which show what type of correspondence and how periodically it was sent to Mr T by post. Having reviewed this, I'm satisfied Mr T was sent monthly statements by post.

I'm also persuaded the wording about annual savings statements not being sent doesn't say his monthly statements would also be stopped. YBS say this type of account didn't involve monthly statements being sent – but that's not what its evidence shows. It's possible Mr T may have requested such statements after setting up the account. But even if that was the case here, I don't think it was made clear to him they would also stop.

Mr T says he needed to ensure his income was being paid into this account and not being able to check caused him distress. In February 2021, Mr T tells YBS that he hasn't received statements for two months. This ties in with when he says he tried to register for online banking – December 2020. Mr T was speaking to YBS regularly after this point, so he could've been given an update on his balance. But he says he was only given a full transaction list after his account was closed in July 2021.

YBS say it sent Mr T a cheque for £150 compensation for its failing to communicate effectively with Mr T about his paper statements being stopped. I note what Mr T says about the impact this had on him, that is, he had to endure pain to deregister from online banking and the branch staff could've been more helpful by reinstating his statements.

I note also what Mr T says about not being able to check his income was being paid to him via various individuals. After weighing this up carefully, I'm persuaded the £150 YBS has paid Mr T is fair compensation for this paper statement issue in isolation.

I say that because Mr T appears to have been paid all the income he was expecting, the period he wasn't able to check his balance lasted two months. And as he had problems accessing his post, I can't be sure he'd have been able to access them in a timely way.

#### Account restrictions and closure

Building Societies in the UK, like YBS, are strictly regulated and must take certain actions in order to meet their legal and regulatory obligations. They are also required to carry out ongoing monitoring of an existing business relationship. That sometimes means building societies need to restrict, or in some cases go as far as closing, customers' accounts.

YBS has explained and provided information to show why it reviewed and restricted Mr T's account in the way it did. I'm satisfied YBS did so in line with its obligations.

YBS is entitled to close an account just as a customer may close an account with it. But before YBS closes an account, it must do so in a way, which complies with the terms and conditions of the account.

The terms and conditions of the account, which YBS and Mr T had to comply with, say it could close the account by giving him at least two months' notice. And in certain circumstances it can close an account immediately or with less notice.

YBS say its review finished on 8 June 2021 at which point it sent Mr T notice of its intention to close his account in 30 days' time. From the information I've seen, it appears Mr T's account remained restricted during these 30 days. Where an account remains restricted in this way, I'm persuaded, for all intents and purposes, it's effectively an immediate closure as

*the customer doesn't have any access to their funds.*

*Based on the explanation and evidence YBS has provided me, I'm persuaded it had reason enough to close Mr T's account with immediate effect. I know Mr T would like a detailed explanation, and I note what he says about various timescales relating to statutes and regulations he's mentioned – as above. But YBS is under no obligation to give an explanation.*

*I would add too that our rules allow us to receive evidence in confidence. We may treat evidence from banks and building societies as confidential for a number of reasons – for example, if it contains security information, or commercially sensitive information. Some of the information YBS has provided is information we consider should be kept confidential.*

*I don't however think it was helpful that YBS told Mr T he wasn't able to get cash due to system or delivery issues when it appears the account had been blocked. That implies there was an issue with a system or something similar. But as I've alluded to the block was to allow YBS to carry out a review. What's relevant here, is YBS' statutory obligations allow it to block customer's accounts while they review things. It's important they carry out their review in a timely manner without any undue delays to meet these obligations. I'm satisfied the review which ended on 8 June 2021, was carried out without delay.*

*As I don't think YBS did anything wrong in reviewing, blocking and then closing Mr T's account, I see no basis to award any compensation for any distress and inconvenience he suffered because of these actions.*

*Mr T says that though the account was restricted, inbound payments continued to come in. I'm glad to hear that Mr T's funds were still accounted for even though the matter may have caused him some uncertainty when he was trying to make alternate plans. There is an argument that Mr T has been deprived of access to his funds for the restrictions applied under the notice period. I'll address that in the next part of my decision.*

*Did YBS cause undue delay after its review had ended?*

*From the information I have, it's not entirely clear whether the account was entirely restricted during the 30-day notice period – or whether Mr T would have been able to access his funds either by going into branch to collect cash or initiating a Faster Payment transfer. But I don't think this is materially significant here. That's because I'm persuaded that Mr T had informed YBS both on the phone and in branch that he was having issues accessing his mail due to his condition.*

*YBS say they knew on 24 June 2021 that it had to read out important letters to Mr T over the phone or in person because of this. Mr T suggests he had asked for this much earlier. YBS knew about Mr T's ability to access his post much earlier, given what he had said about getting his login details. So I'm persuaded YBS didn't reasonably do enough to inform Mr T based on what it knew about his vulnerabilities that his account was being closed and how he could get access to his funds.*

*I'd also add here that because the account may have been restricted, or Mr T reasonably thought it was given YBS didn't take any action to inform him otherwise, Mr T would have been better off had the account closed on the 8 June 2021. I say that because he would have been sent his funds at that point. As a result, I'm persuaded Mr T was deprived of his funds for longer than he ought to have been.*

*I must add to that I think it's counter intuitive that YBS gave Mr T 30 days' notice, opposed to closing the account immediately, due to his vulnerabilities and to allow his time to make*

*alternative arrangements without full access to the funds.*

*Mr T had a savings account with YBS. But he has said no interest was paid on this account as it was a hybrid type account. The statements YBS have sent me show no interest was being paid on the account from 2020.*

*I'm satisfied Mr T has been deprived of his funds from 8 June 2021 up until settlement and as result he's lost the opportunity of using that money, which he may have used for financial gain. Normally, I'd recommend a business pays the rate of the savings account for any period its customer was unfairly deprived of access to their funds. But as this wasn't an interest yielding savings account.*

*So I think YBS will need to pay Mr T 8% simple interest on the balance from 8 June 2021 up until settlement. This is in line with our services' approach when a consumer has been unfairly deprived of access to their funds.*

### **Putting things right and fair compensation**

*YBS say it has already paid Mr T compensation of £50, £50, £150 and £20 as detailed in its complaint responses – as above. I've seen £120 cash applied to Mr T's account on the statements on 10 May 2021. If this isn't related to the compensation payments of £50, £50, and £20, then YBS should make this payment to Mr T.*

*YBS say it sent Mr T £150 by cheque for the paper statement communication issue. If this hasn't been sent, YBS should send this payment to Mr T.*

*I now need to think about what I think fair compensation is for any distress and inconvenience YBS's failings to make reasonable adjustments; giving incorrect information to Mr T about the notice it requires to order cash; and the poor communication about his account closure caused him.*

*I note Mr T has mentioned the Vento scale of compensation for YBS' failings in making reasonable adjustments due to his disability. But when making awards of compensation for any distress and inconvenience caused, I need to refer to this service's approach – which is available on our website. Broadly speaking, this looks at the impact a businesses' failings have had.*

*Having carefully considered this, in addition to what YBS has already paid or offered Mr T, I think it should pay him a further £700 for the substantial distress and inconvenience it's caused through its failings. Both parties should refer to what I've said in the body of my decision, and what I've said about any mitigating factors, in terms of what I've had to weigh up when reaching this determination.*

*So, in summary, to put things right YBS must:*

- Pay Mr T the £270 its already offered him, if it hasn't already*
- Pay Mr T a further £700 for the distress and inconvenience its caused*
- Pay Mr T 8% simple interest on his balance from 8 June 2021 up until settlement\*\**

Both parties were then given an opportunity to provide any further comments and evidence for me to consider. The deadline for further responses has passed.

Mr T agreed with what I had said given he said he found my provisional findings 'just and equitable'. To support accuracy, he made the following key points:

- The YBS branch he visited was the nearest one
- He still fails to see how merely adding a vulnerability flag to his account profile would've helped. But he is happy a distinction between a likely useless pejorative flag and a meaningful conversation has been made

Mr T has also requested, after reviewing this service's website, that YBS apologise for its failings. Mr T feels a sincere apology from YBS in letter would greatly help him.

YBS didn't agree with what I was planning to decide. Some of the key points it has made in response are:

- Mr T made minimal efforts to enable his use of online banking. This would've been the most suitable method for him given his mobility issues. YBS also allowed Mr T to visit the branch before formal opening times to accommodate his needs
- Mr T couldn't complete online banking registration as he'd given the wrong details in February 2021
- Despite the pandemic, and his mobility issues, Mr T was able to attend the branch
- There is no evidence Mr T was having issues receiving any post and he never reported any such issue to YBS
- The 30-day closure notice was given due to Mr T's vulnerabilities, to allow him time to open a similar account elsewhere. Normally, where such circumstances prevail, YBS would give seven days' notice
- Mr T therefore hasn't been deprived of access to his funds especially as he didn't cash in a cheque issued on 9 July 2021 until 27 July 2021
- Extending the cash holding time was the most YBS could do to support Mr T
- Mr T's account with YBS didn't pay any interest on the funds. So investment wasn't his primary objective. So directing YBS to pay 8% simple interest isn't fair nor reasonable

I will now decide this complaint.

### **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.

Having done so, and for the reasons in my provisional decision – as above – I have decided to uphold this complaint in part. I will of course respond to any additional points which I think materially impact the outcome of this complaint which have been raised in response to my provisional decision.

In reaching my decision, I did consider that using online banking would've best met Mr T's needs given his disability and vulnerabilities at the time. I note also that I accounted for this when mitigating against what I thought fair compensation would be. But Mr T had his reasons which both parties are aware of for wanting cash, and up until the account was restricted, I'm still persuaded YBS should've done more in terms of making reasonable adjustments.

In short, it should have had a meaningful conversation with Mr T about what practical measures it could make. I don't think allowing Mr T to visit the branch before opening times was enough.

Mr T did opt to visit the branch during the pandemic, and when he was suffering physically by doing so. But that in of itself isn't reason enough to say he shouldn't have. What's clear is Mr T couldn't use online banking albeit because of something he wasn't able to do correctly at registration. YBS knew he wanted the funds in cash at that point, and that he had a disability and vulnerabilities. So for the reasons above, it should've done more to make appropriate adjustments for him.

I note YBS says it gave Mr T 30-days' notice so that he could open a similar account with another provider when its normal process would have been seven days. But I've already said that by restricting Mr T's access to it, YBS had effectively closed it immediately. So it would've been better, especially as a cheque was sent for the balance, that it was closed immediately. This would have given Mr T access to his funds sooner than he was able to.

Accruing interest was clearly not Mr T's objective for the time the funds were held in YBS' account. But that doesn't mean to say he wouldn't have used them for financial gain once he had access and was able to remove them. The other reason I think interest should be paid for the deprivation of funds, is that Mr T was withdrawing his funds up until that point, in large amounts, to utilise them.

So, in summary, I see no reason why I should change any of the findings I made in my provisional decision or vary what I think YBS needs to do to put things right.

Mr T would like an official letter of apology from YBS to help him move on from what's happened. But, as I've said, there are equally things Mr T could have done better too. More importantly, the findings I've made here do enough to show what failings I, as an ombudsman, think YBS have made.

So I won't be directing YBS to write a letter of apology to Mr T. YBS are free of course to do if it wants.

### **Putting things right**

YBS say it has already paid Mr T compensation of £50, £50, £150, and £20 as detailed in its complaint responses. I've seen £120 cash applied to Mr T's account on the statements on 10 May 2021. If this isn't related to the compensation payments of £50, £50, and £20, then YBS should make this payment to Mr T.

YBS say it sent Mr T £150 by cheque for the paper statement communication issue. If this hasn't been sent, YBS should send this payment to Mr T.

YBS should pay Mr T a further £700 for the substantial distress and inconvenience it's caused. Both parties should refer to what I've said in the body of my decision, and what I've said about any mitigating factors, and in terms of what I've had to weigh up when reaching this determination.

So, in summary, to put things right YBS must:

- Pay Mr T the £270 it's already offered him, if it hasn't already
- Pay Mr T a further £700 for the distress and inconvenience it's caused

- Pay Mr T 8% simple interest on his balance from 8 June 2021 up until settlement\*

\* If YBS considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr T how much it's taken off. It should also give Mr T a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

### **My final decision**

For the reasons above, I have decided to uphold this complaint in part. I now direct Yorkshire Building Society to put things right as directed above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 6 October 2024.

Ketan Nagla  
**Ombudsman**