

## The complaint

Ms S complains that when her Junior ISA matured, on her eighteenth birthday, Coventry Building Society asked her to send certified copies of identification documents. Ms S said she'd already sent Coventry identification documents, so this was an unreasonable request.

Ms S's complaint has been brought by her representative, Mr S.

## What happened

Ms S had a Junior ISA ("JISA") with Coventry, which needed to be closed when she turned 18. Coventry wrote to Ms S in early 2025, saying that it would move the money to a Matured Junior ISA ("MJISA") on her upcoming birthday. Coventry said it would do this automatically for her, but it also said the MJISA wasn't yet a fully operational account, explaining that if she wanted to "*pay money in, take money out, or close your ISA*" then she would need to send it certified copies of two forms of ID.

Mr S, acting on behalf of Ms S, complained about this. He said it was inconvenient and expensive to provide this. He said Ms S had provided certified copies of her ID when the JISA was opened, and he didn't think Ms S ought to have to do this again. He also said that Ms S wasn't planning to do any of the things that Coventry said she would need to provide ID for. Rather, all she wanted to do was to transfer most of the money to a different ISA provider, leaving a small amount in the Coventry account to keep it open. (I understand that Ms S has since transferred out all the funds in this account, and it is now closed.)

Coventry insisted that it would need copies of ID from Ms S. It said Ms S's account was changing from one operated by a parent on her behalf, to one that she would operate herself. And Coventry said the underlying ID document (of which Ms S had previously sent it a certified copy) had expired. So it didn't hold a copy of any valid ID for her. But Coventry paid Ms S £25 to cover the costs of getting her copied ID documents certified.

Mr S remained unhappy with what Coventry had done. He said he wanted Coventry to pay £450, and to apologise. When it wouldn't do that, he asked our service to look into this.

Our investigator didn't think this complaint should be upheld. She felt Coventry had acted in a fair and reasonable manner to resolve Ms S's complaint. She said Coventry had requested two forms of ID from Ms S in early 2025, she understood that Mr S found this frustrating, and inconvenient, but she said that Coventry had explained the ID it held for Ms S had expired, and it required valid ID for her to manage her account as an adult.

Our investigator said she understood Mr S didn't feel Coventry had a valid reason to ask for this ID, because Ms S wouldn't be doing any of the things Coventry said it needed ID for (to pay money in, take money out or close the ISA). But Coventry said that transferring the funds from the account was also considered to be "*taking the money out*". Our investigator understood Mr S considered the terminology used by Coventry to be misleading, but our investigator said we would only check if Coventry had acted fairly and reasonably, and she didn't think it was unreasonable for Coventry to ask for a copy of ID which was valid at the time.

Our investigator said she appreciated that some of the correspondence from Coventry didn't state that it would require identification on maturity, and some of it said the process would be automatic. But she said that "*Identification requirements for a matured junior ISA*" did explain a valid form of ID would be necessary for account activity to continue.

Our investigator said Coventry got the certified copies of Ms S's ID in February 2025, and she'd seen evidence that Coventry had sent those back on the same day. Our investigator said it wasn't unreasonable for Coventry to return copies of Ms S's ID using Royal Mail's standard delivery. And she said it wasn't Coventry's fault that this letter was apparently lost in the post, as Mr S had told us it never arrived.

Our investigator said Mr S had expressed concerns Coventry's correspondence didn't set out how much interest would be earned on the MJISA, but she said Coventry had provided this.

Our investigator said she acknowledged the distress and inconvenience Ms S encountered, but she thought the offer of £25 was fair and reasonable.

Mr S, on behalf of Ms S, disagreed. He felt we were applying double standards. He wanted our service to assess the customer service provided by Coventry. And he said we'd taken into account Coventry's explanation that a transfer is taking money out of the account, but hadn't paid attention to Coventry's documentation which said transferring money wasn't the same as taking money out. Mr S said only one of these could be true, and the fact Coventry had taken different positions in writing and on the phone demonstrated poor service.

Mr S also said that Coventry had similarly offered several contradicting versions of the process for handling a JISA which had matured, and he said that again could only indicate poor customer service. Mr S complained that Coventry both said the process of moving to a MJISA was automatic, and at the same time, it required ID as part of this process. So Mr S said our service had just put its own interpretation on this, in order to justify what Coventry had told us. He said we should be objective and only consider the factual evidence.

Mr S asked us to decide whether the following were, or were not, facts -

- on some official documents Coventry requires a new copy of ID documentation
- in other official documents Coventry states that the money will be transferred automatically when the JISA matures, obviously without asking for ID.
- in official documents Coventry states that a copy of a new passport is required when customers "either pay money in, take money out or close your ISA."
- that they did not want to either pay money in, take money out or close the ISA, as all that they wanted to do was to transfer all the money (except for as few pounds in order to leave the account open) to a new ISA provider.
- that Coventry itself asserts in its official documents, a bank transfer is not the same as taking money out (especially when dealing with ISAs).

Mr S said decisions should be made on the basis of the above.

Mr S also said he thought our conclusions on the return of the documents demonstrated double standards. He said we'd accepted what Coventry said about posting the certified copies of Ms S's ID back to her, but them being lost in the post. Mr S said if he'd sent Ms S's ID to Coventry, and it was lost in the post, we would have asked him to send it again. Mr S said Coventry hadn't provided any proof of posting he could use to obtain compensation from Royal Mail for the lost documentation. And he said he and Ms S should not be at a loss

due to the failure of Coventry to compensate for that loss, or to ask Royal Mail to compensate for the loss.

Because no agreement had been reached, this case then came to me 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've reached the same overall conclusion on this complaint as our investigator.

I'm aware I've summarised the events surrounding this complaint in less detail than the parties involved. No discourtesy is intended by my approach which reflects the informal nature of this service. I want to assure all parties I've read and considered everything on file. I'm satisfied I don't need to comment on every point raised to fairly reach my decision. And if I don't comment on something, it's not because I haven't considered it. It's because I've focused on what I think are the key issues.

I think Mr S's key concerns can be summarised as follows –

- It was unnecessary and unreasonable for Coventry to ask for ID documents. This was inconvenient and incurred a cost.
- The documentation Coventry requested as ID wasn't suitable for identifying a minor.
- Coventry's own documentation says ID is needed to pay money in, take it out, or close the account, but Ms S didn't want to do any of those things, she just wanted to make a transfer. So according to Coventry's own documentation, it doesn't need ID, if all Ms S was planning to do was an ISA transfer.
- Coventry then failed to ensure the safe return of Ms S's certified copies of her ID documents. These documents had a monetary value, and Coventry hasn't provided Ms S with the proof of posting that she would require to claim compensation for their loss.

I'd like to start with Mr S's argument that it is fundamentally unreasonable for Coventry to have asked Ms S to prove her identity when her JISA was closed, before it would allow her to fully operate her own account, as an adult. Banks and building societies each have to assess the risks to them, in how they validate the identity of their customers. I know that Ms S had previously identified herself, and I understand that Ms S wasn't asked for similar ID documents by other banks as she was reaching eighteen, but I still don't think it was unreasonable for Coventry to ask Ms S for that ID.

Ms S's application for a JISA had previously been countersigned by an adult. The change to her new account type meant that she would be operating the account herself. It's not unreasonable for Coventry, at that point, to want to check that it held valid ID for Ms S.

Coventry has told Mr S that if it held a copy of ID for Ms S where the underlying ID was still valid, it wouldn't have asked Ms S to send this documentation again. But here, all sides agree the underlying ID which had previously been copied to Coventry had expired.

So my starting point in this case, is that Coventry didn't act unreasonably by asking Ms S to supply up to date ID.

Mr S also said the ID Coventry requested wasn't suitable for identifying a minor. I appreciate

that many of the documents on the list Coventry provided aren't documents that Ms S was likely to have. But Ms S did have a valid passport, and she did have other bank accounts for which she appears to have been able to offer statements. I must confine myself here to issues which have arisen in this case, and it doesn't appear as if Ms S was unable to provide the certified ID that Coventry would like, in this instance.

I accept that this would have involved some inconvenience to either Mr S or Ms S. Mr S also said that this incurred a cost, but it seems from the content of a call that Mr S made to Halifax, as if he was able to persuade one of the people Coventry would accept to certify these copies to do this without a charge to him or Ms S.

I'll now look at whether Coventry's documentation was inconsistent on what it would need Ms S to do when her JISA closed.

Coventry sent Ms S two letters about the upcoming closure of her JISA, one on 30 January 2025 and one on 16 February 2025.

The letter on 30 January 2025 said this -

***"Send us the following information in the reply-paid envelope (or bring it into any branch):***

***You'll need to provide us with two forms of ID:***

*So that you can either pay money in, take money out or close your ISA. From the enclosed ID list, we'll need to see one form of Group A ID, to confirm who you are, and one form of Group B ID, to confirm where you live."*

The letter on 16 February 2025 said this –

*"I'm writing to remind you that when you turn 18, we'll automatically change your Junior ISA into a Matured Junior ISA. We wrote to you recently with full details."*

Mr S felt these two letters contradicted each other, as one says the account type will automatically be changed for Ms S, and the other says she'll need to send ID for the new account. I think that's because, as Coventry has said, it would open a MJISA for Ms S automatically, and move her funds there, but that MJISA wouldn't be fully operational for her, until she had sent in her ID.

Mr S also said the reasons given for requiring ID, in Coventry's first letter, weren't what Ms S wanted to do anyway. She wanted to do a partial transfer out of the funds in her ISA, but didn't want to pay money in, take money out or close the ISA. He said a transfer wasn't any of those things.

I understand that this account was, in fact, closed after all the funds were moved elsewhere. But I've considered what Mr S has said about the difference between a transfer and an account closure. And I think the issue here is that Mr S (who represents Ms S) has engaged in a detailed analysis of customer documentation, which just hasn't been written with this sort of forensic approach in mind.

When a bank or building society sets out terms and conditions of an account, it must provide documentation which is precise, and although banks do try to make those terms intelligible to customers, they may at times need to prioritise precision over customer understanding. But when Coventry is writing to its customers explaining what's going to happen with upcoming changes to an account, then it is doing a very different job. And it's reasonable then for Coventry to write with the primary aim of ensuring customer comprehension, rather than taking a legalistic approach to the customer facing documents it produces.

So I would not say that Coventry had to provide, in its letter to Ms S about the ID it would need from her, a completely exhaustive list of transactions which she could only undertake once she'd provided ID. In line with that, I would not necessarily expect Coventry to accept that other actions, which are not directly and specifically referenced in its letter to Ms D, (such as an ISA transfer to another provider) should be permitted without having received valid ID from Ms S.

And that means I don't think that Coventry has behaved inconsistently here. Rather, I think it has prioritised customer understanding over precision, in its letters to Ms S. I understand that Mr S would have preferred a much higher level of precision in the building society's communications to Ms S, but I don't think it's poor customer service for Coventry to have pursued a different priority here.

Finally, Mr S said that Coventry hadn't ensured the safe return of the copy ID documents that were sent. He said those had a value, and he hadn't been compensated for their loss.

I appreciate the points that Mr S makes about ensuring the safe return of something which does, as he says, have a monetary value. And Coventry hasn't either asked Royal Mail for compensation, or provided Ms S with documentation she can use to make that claim.

However, I think there are two other points I also need to consider here. Firstly, the content of a call Mr S made to Coventry, strongly implies that he didn't actually pay for these documents to be certified. And secondly, I can see that in its March letter Coventry said "I've included a cheque for £25 for any certification costs". So, whilst I accept that certification of ID can carry a cost and so certified copies may have a monetary value, I don't think it would be fair and reasonable for me to require Coventry to compensate Ms S for that loss here, where any costs involved do appear to have already been covered by Coventry.

For the above reasons, I don't think this complaint should be upheld. I think the payment of £25 that Coventry has already made here, does provide a fair and reasonable outcome to this case, and I won't ask it to do more.

I should also note, for completeness, that this is Ms S's account, and so this is her complaint. However, Mr S has been clear on his calls with Coventry that he would be carrying out all the required tasks himself. Our service is able to take account of inconvenience suffered by the account holder, but not by someone who acts on their behalf. So even if I had considered that this complaint ought to be upheld (which I do not) I would not have been able to make any award to Mr S. (I mention this because, whether intentionally or not, I can hear that this is what he asked Coventry for.) And I would not be able to make any award to Ms S in respect of inconvenience experienced by Mr S.

I know that Mr S, and Ms S, will be disappointed, but I don't think this complaint should be upheld.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 30 October 2025.

Esther Absalom-Gough  
**Ombudsman**