

complaint

Mr W complains that Yorkshire Building Society (“YBS”) bought his savings account and acquired his personal details from another account provider without his prior consent. He also complains that the re-registration procedure required by YBS was unnecessary and poorly managed, causing him inconvenience and a delay of two days before he was able to access his account.

our initial conclusions

The adjudicator considered that the complaint should not be upheld. He concluded that it was likely that Mr W had received a mailing sent out by YBS to affected customers, telling them about the change and registration process. The adjudicator did not consider YBS’s requirements unreasonable in the circumstances. Mr W did not agree and wrote with further detailed points, covering (in particular) his views on lack of notification by YBS and the nature of the registration process.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Mr W and YBS have provided. I realise that Mr W was happy with his previous account provider – however, that provider had decided to sell its savings account portfolio to YBS. That meant YBS also lawfully acquired the customer details of those accounts. The accounts had to be ‘migrated’ onto YBS’s systems, and I am not persuaded that the re-registration process it required was unreasonable or disproportionate in the circumstances.

Mr W’s re-registration took him more time and trouble than would have been ideal, caused in part by the fact that the mobile phone number registered for him was an old one and also because of the overnight update required by YBS’s system. I appreciate that Mr W found this frustrating and annoying but I am not persuaded, overall, that YBS must pay compensation to Mr W.

In my view, the evidence points to the notification letter having probably been sent by YBS to Mr W, though he may possibly not recall receiving a letter from YBS as it bore the logo of his previous provider at the top. **My final decision is that I do not uphold this complaint.**

Under the rules of the Financial Ombudsman Service, I am required to ask Mr W either to accept or reject my decision before 25 June 2013.

Jane Hingston

ombudsman at the Financial Ombudsman Service

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

ombudsman notes

what is a final decision?

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

what happens next?

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.