

### **complaint**

Mr and Mrs T complain that Yorkshire Building Society has unfairly introduced one off on-line registration as a requirement for its telephone banking service. They want it to maintain their previous arrangement and to pay them compensation for their distress and inconvenience.

### **our initial conclusions**

The adjudicator did not recommend that the complaint be upheld. The society accepted that when it transferred Mr and Mrs T's accounts from Egg it could have been clearer in explaining this requirement. She thought that the bank had offered a solution and that Mr and Mrs T, although inconvenienced, had not suffered any loss. Mr and Mrs T responded that important points about their complaint had not been addressed. They had made transactions by telephone since the transfer of their account from Egg. An exception to the requirement was possible. The society had not given notice of the change.

### **my final decision**

To decide what is fair and reasonable in this complaint, I have considered everything that Mr and Mrs T and Yorkshire Building Society have provided.

I can understand Mr and Mrs T's frustration with the society's requirement as they do not use computers. But the society has explained that its system cannot work for telephone banking without the on-line registration. It made one exception for Mr and Mrs T by making a manual transaction. Previous transactions by telephone were made before 24 September 2012 when the transfer from Egg was confirmed. The society has offered to assist Mr and Mrs T with on-line registration if they open a (temporary) email account at a library. They could also conduct their transactions by post or in-branch. They decline these offers. There is no dispute that the society could have been clearer in setting out its registration requirement for telephone banking. But I don't consider this requirement unreasonable. I am satisfied that the society has made reasonable offers of assistance to Mr and Mrs T. I encourage them to accept them.

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

**Under the rules of the Financial Ombudsman Service, I am required to ask Mr and Mrs T either to accept or reject my decision before 17 June 2014.**

*Phillip Berechree*

*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.