

complaint

Miss G complains that The Royal Bank of Scotland Plc told her she would receive bank statements in three to four days, when it actually would take seven to ten days. Miss G says this delayed a mortgage application and, as a result, she had to pay extra rent. RBS apologised for its mistake and sent her a gift. Miss G was also unhappy with other areas of customer service.

our initial conclusions

The adjudicator upheld the complaint. She concluded that the misleading advice had inconvenienced Miss G but did not find that it had delayed her mortgage application as it depended on receipt of the bank statements in any event. She recommended that RBS should pay Miss G £50 which it agreed to. Miss G says this amount doesn't take into account the impact this mistake had on her.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Miss G and RBS have provided.

Having done so, I find that I have come to the same conclusions as the adjudicator, for much the same reasons. I accept the misleading advice caused Miss G inconvenience, but find that it is unfair to hold the bank accountable for delay in the mortgage application or for further rent. The application could not have been completed until the statements were received. The misleading advice did not affect this. As regards Miss G's complaints of poor customer service RBS apologised for failing to require Miss G to provide identification at the branch and for its phone system being busy. RBS also explained that Miss G's paper statements were cancelled when she registered for online banking and that this was highlighted in the registration process.

I find that the compensation recommended is fair and reasonable in all the circumstances of this complaint.

My final decision is that I uphold this complaint in part and order The Royal Bank of Scotland Plc to pay Miss G £50 in full and final settlement of this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Miss G either to accept or reject my decision before 3 January 2014.

Michael Ranaghan

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.