

### **complaint**

Miss P is unhappy with Monmouthshire Building Society's customer service. It rang her mother about her account and didn't carry out the third-party withdrawals she'd asked for. She wants £100 compensation for the trouble and upset caused.

### **our initial conclusions**

Our adjudicator didn't recommend the complaint should be upheld. She explained to Miss P which aspect of the call we could look at, and said as her mother's number was given when the account was opened, and no personal or account information was shared, she didn't agree the society had done anything wrong. She said the society had followed its standard third-party withdrawals procedure when it rejected her instructions. Miss P disagreed, saying the society's right to contact her mother seemed very broad; one branch gave her mother the wrong withdrawal form but as another tore it up she couldn't evidence this; and overall it was a poor customer experience.

### **my final decision**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Whilst I know it will be disappointing for Miss P, I've reached the same conclusion as our adjudicator and for the same reasons.

I've looked at the call the society made and the reasons it didn't carry out the third-party withdrawals but there's no evidence the society made a mistake on either occasion. The call was in response to a request Miss P made in a branch to be called about home insurance. The society didn't disclose any personal information, or the reason for the call, either in its message or to Miss P's mother. I don't think the society gave the wrong withdrawal form to Miss P's mother, rather the form is branch-specific so she couldn't use it when she went to the second branch. And as information was missing from Miss P's instructions (account number and copies of the bills) the bank was following its standard procedure when it didn't go ahead with the third-party withdrawal requests.

**My final decision is that I don't uphold this complaint.**

**Under the rules of the Financial Ombudsman Service, I am required to ask Miss P either to accept or reject my decision before 9 November 2015.**

*Rebecca Connelley*

*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.