

## **The complaint**

Mr K complains that AIB Group (UK) Plc ignored his communication preference causing damage to his mental health and financial losses. He would like compensation for this and delays and a full explanation of what has taken place with his account.

## **What happened**

Mr K, a customer of AIB with a savings direct account, set his contact preference to writing but said this was ignored, and he was advised he would be telephoned. He said his multiple requests for escalation to a manager were ignored and AIB failed on many occasions to respond within its promised two working day response time to emails.

Mr K complained to AIB on 13 April 2023 and followed this up by emails of 4 June 2023, but said it failed to address many of his points. Mr K said he had been affected financially by wasting 10 hours dealing with this matter, in addition to stationery and call costs for which he should be reimbursed and paid £500 as a goodwill gesture and compensated for a loss of interest on the balance of his account.

AIB's response to Mr K's complaint points on 1 June 2023 is summarised here. Mr K asked why a staff member said no notes were left from a call in early March 2023. AIB said calls to its Savings Direct Team and Contact Centre numbers are on different systems and notes may not be visible to all areas. Mr K asked why the staff member didn't update his address. AIB advised staff can't update an address by phone. Mr K said he sent ID along with an instruction to move funds from the account, but didn't hear from AIB. AIB said it informed Mr K that his instruction had been received but not forwarded to the correct department, but it had told him on 20 April 2023 that the change of his address had been actioned.

Mr K said a member of AIB's staff had told him a copy of his ID wasn't required and he felt this was a security concern. AIB said it was made aware in August 2016, that Mr K no longer resided at the address it held on file and a gone away notification had been placed on the account. As Mr K had not informed AIB of a change of address and post was returned, a signed instruction along with photo ID was needed from him. Mr K said AIB gave his address incorrectly in a call. AIB apologised if Mr K was given any incorrect information.

Mr K questioned the format of AIB's complaint form. AIB explained its form and agreed that it doesn't allow input of an account number. Mr K was unhappy messages weren't returned and emails not responded to within the set two working days. AIB said feedback had been passed on. It said the emails didn't contain any further information and its email of 20 April 2023 explained that under the Financial Conduct Authority guidelines it's allowed up to 56 days to issue a final response. And it said it wrote to Mr K on 10 May 2023 that it was still investigating the complaint and could take up to a further four weeks for its final response.

AIB paid Mr K £100 compensation for inconvenience caused by the delayed change of address. Mr K raised a further complaint about sensitive personal documents sent by AIB using encrypted email, and this is separate to the present complaint. AIB said it was required to issue a final response to complaints by post.

Mr K was dissatisfied with AIB's responses and referred his complaint to our service. He said he's spent over 40 hours dealing with this at a cost to his mental health, time and energy and suffered panic and anxiety attacks and depression. He would now like £1,000 compensation for his wasted time and energy, a full apology and to know what AIB will do to avoid unacceptable conduct in future.

Our investigator didn't recommend that it be upheld. She said we can only consider Mr K's points about a financial product or service, not about AIB's internal or complaint processes. The investigator didn't think AIB had done anything wrong in its communications with Mr K. She said AIB hadn't blocked the account and had explained how it should be operated.

Mr K disagreed and requested an ombudsman review his complaint. He said the investigator hadn't looked at one part of his complaint, viz, '*AIB didn't respond to points in your email of 4 June 2023 when you were responding to its email of 1 June 2023*'. Mr K said this concerned the failure to provide a service and so falls within our jurisdiction. He said the investigator described how his account works, but after following this process the problems started.

### **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 looked carefully at the complaint points Mr K has raised about AIB that fall within our service's jurisdiction. These were set out by the investigator in her outcome letter and concern AIB's provision of a financial product or service, not AIB's internal processes. I have considered AIB's handling of Mr K's account and communications in line with the issues we can consider to see if AIB has acted in accordance with its policies and to see if it has treated Mr K fairly.

I hope Mr K doesn't consider it a discourtesy that I have summarised the issues he's raised and the parties' responses to them. I have not considered the issues raised by Mr K in a subsequent complaint to AIB to which it has responded with its final response letter in November 2023.

Mr K said his request to be contacted in writing was ignored and he was told AIB would call him. From its records I can see that AIB emailed Mr K on 13 April 2023, acknowledging his complaint and said it would provide the name of the complaint handler, who would follow up with a call. Since AIB acknowledged Mr K's complaint in writing, it didn't ignore his request, and I think it was understandable that it said this would be followed up with a call, as that is often the best way to fully understand and deal with a complaint.

I can see that Mr K made it clear to AIB that he didn't want to be called, and following this AIB's contact with him has been in writing. AIB said it was required to issue a final response to the complaint by post. Although not perfect, I think AIB has made best efforts to communicate with Mr K in accordance with his preference.

Mr K said AIB didn't address the points from his original complaint of 13 April 2023. I've looked at the points Mr K made, and I agree with the investigator that some are complaints about AIB's processes, which are outside our jurisdiction. Mr K said AIB didn't respond to the points he raised in his email of 4 June 2023, which he sent in response to AIB's email of 1 June 2023.

The points Mr K made here include the provision of an email address, notes added or otherwise to Mr K's account and contradictory information provided by AIB concerning contacts. AIB has confirmed the notes it made in its records in response to Mr K's calls and explained to him that these aren't always accessible to colleagues in different areas of its operation.

Mr K said his requests to raise matters to AIB's management were ignored on some occasions and his calls weren't always returned. He said AIB failed to respond to him within

the two working days as per its response time on multiple occasions. Our investigator has said these points are not about the delivery of, or failure to provide a financial service, and we can't address these issues. I agree with the investigator, in particular in respect of Mr K's points about what AIB's Customer Management Team does and his question about the logic applied to AIB's response. AIB confirmed to Mr K that its letter of 1 June 2023 was its final response to his complaint and once it had done this it was not required to examine the same complaint issues further, and Mr K referred his complaint to our service. I think this was a reasonable approach.

In my review, I have given overall consideration to the communications between the parties. I have seen instances when AIB didn't respond to Mr K as promptly as he wished and instances when it didn't escalate his contact to a senior manager or return his call following voicemail messages he had left. However, overall I have found that AIB maintained contact with Mr K as we would expect in the circumstances of a complaint investigation and I think it provided reasonable communications, generally in accordance with his requirements. I also think AIB followed the requirements of its complaint handling procedure and acted within the timescale set by the Financial Conduct Authority for handling complaints.

Mr K said he couldn't access his funds and feels that his account is blocked. In response to our enquiry, AIB has confirmed that no blocks were placed on Mr K's account. It explained that the account was a post and phone service account only and to operate it Mr K had to write to its Customer Service Team or call. I understand this issue has now been resolved, and Mr K has moved his funds and the account is closed. Mr K said this is correct and he wrote to the Customer Service Team to operate his account. But he said it was following this that all the issues started occurring. Hopefully Mr K's subject access request will provide him with any further information he requires.

Mr K was unhappy about AIB's handling of his change of address instruction. I can see there was a delay and I'm pleased AIB apologised for this and paid Mr K £100 for the distress and inconvenience caused. I think this is fair and reasonable in the circumstances as Mr K was in contact with AIB via email, and so there doesn't appear to have been any further impact from the delay.

In conclusion, I was very sorry to learn about the mental health problems that Mr K has described and how he feels these have been exacerbated by AIB's conduct. In its handling of Mr K's account and the issues he has raised I have found that AIB has made best efforts to assist him and communicate with him and I think it has treated him fairly. For these reasons it wouldn't be fair for me to require AIB to pay compensation or take any action. I realise that Mr K will be disappointed by this outcome, but I hope he understands the reasons for this.

### **My final decision**

For the reasons I have given it is my final decision that the complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 19 February 2024.

Andrew Fraser  
**Ombudsman**