

## The complaint

Mr P complains Marks & Spencer Financial Services Plc trading as M&S Bank have provided him with poor customer service regarding the Cash Individual Savings Account (ISA) he opened with them.

## What happened

Mr P attempted to open an M&S Bank Cash ISA, deposit a cheque, and complete three transfers from external ISA's to the new M&S Bank ISA. Mr P asked M&S for large print and self-addressed envelopes, but he has received several pieces of correspondence from M&S Bank which has not been in large print, the self-addressed envelopes have been inappropriately sized, or the address was incorrect. Due to part of the original application form being incomplete, M&S Bank couldn't open the ISA until Mr P completed the incomplete section. When Mr P returned the completed form to M&S Bank, they only opened his ISA and credited the account with the cheque, but they didn't action the three transfer in forms that Mr P had completed.

Mr P made a complaint to M&S Bank, but he says he didn't receive a response to any of his complaint letters, so he brought his complaint to our service. M&S Bank then issued their final response to Mr P's complaint.

M&S Bank did not uphold Mr P's complaint. They said they had received no transfer request from him. M&S Bank said the last contact they received from Mr P was in February 2023 where he'd requested for them to send him some pre-paid envelopes and these were sent to him on 1 March 2023. They said they received Mr P's application on 2 February 2023, but as it was incomplete this was returned to him with his cheque, but when they received his completed application and cheque on 23 February 2023 his ISA was opened.

Our investigator upheld Mr P's complaint. She said M&S Bank didn't action Mr P's transfers into his ISA as he requested. She said there were service failings by M&S Bank in dealing with the situation. Specifically, that they failed to correspond with him in the ways he asked and they wrote to an incorrect address. She recommended M&S Bank to re-work Mr P's Cash ISA in line with his original instructions (including the application of any interest he has lost out on), update Mr P's profile to show that he requires large text as a reasonable adjustment, and to pay Mr P £300 compensation for the distress and inconvenience caused. M&S Bank accepted our investigators view of the complaint. Mr P asked for an ombudsman to review his complaint.

## 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 don't find that M&S Bank made an error in rejecting the first application that Mr P sent them as part of the form was incomplete. The application form stated "*Incomplete or incorrect forms will cause a delay and may have to be returned to you*", so M&S Bank returned Mr P's form and cheque. But Mr P was able to complete the incomplete section and M&S Bank

received this on 23 February 2023.

Mr P had originally sent M&S Bank three completed ISA transfer forms to transfer ISA's he held with external providers to the M&S Bank ISA. But M&S Bank did not process these. On the original application form, Mr P even wrote on the page where he has entered the value of his cheque he is depositing that "*Three Cash ISA Transfer Forms also enclosed*". So M&S Bank ought to have been aware that Mr P wanted them to action the transfer requests. This wording was still included on the new application (albeit the ISA transfers were completed correctly the first time and they didn't need to be sent again). So I'm persuaded that M&S Bank let Mr P down here by not actioning his transfer instructions.

But this is not the only occasion that Mr P was let down by M&S Bank. Mr P has said he told them to send post to him in large print. M&S Bank told us they couldn't see any record of him calling them to request large print documents, which is when a care need/preference would have been applied, and he didn't mention it in his letter dated 20 February 2023. But I'm not persuaded that Mr P should need to call them to instruct them to make this reasonable adjustment. I would expect M&S Bank to be able to act on a written instruction. I can see from M&S Bank notes that there is a note on his account on 8 February 2023 confirming that they've returned his application and cheque with a large print letter.

So as M&S Bank had sent a large print letter, it would stand to reason that Mr P should have consistently been sent large print letters moving forward. And Mr P should not be expected to ask for the reasonable adjustment every time he corresponds with M&S Bank. So I do think that this should have been noted on his M&S profile. Mr P has sent us a number of letters from M&S Bank which are not in large print, which would have been distressing for him. They also sent him a letter on 13 January 2023 which contained an incorrect address.

I've considered what Mr P has said about M&S Bank not responding to his complaint letters, but it doesn't appear that M&S Bank received these letters. So I could not hold them responsible for any postal issues, but I'm glad this didn't affect Mr P being able to bring his complaint to our service.

So I've considered what would be a fair outcome for this complaint. I'm satisfied that £300 compensation is proportionate for the distress and inconvenience caused to Mr P as a result of the transfers not being actioned, with Mr P having to try and chase this up with M&S Bank and the poor service he received including letters being sent in normal size print after they had noted on their systems for a large print letter, and them sending post to the wrong address (although this is partially mitigated by the fact Mr P received this).

M&S Bank should also amend Mr P's profile so there is no uncertainty that he requires large print text on any communications they send him (they should also be mindful of the text size of any leaflets they enclose with their letters also).

Our investigator also suggested that M&S Bank should re-work Mr P's Cash ISA in line with his original transfer instructions (including the application of any interest he has lost out on). This is not something which I would have recommended M&S Bank to do as Mr P may have been benefitting from interest on his external ISA's while waiting on the transfer.

Our service would try and put Mr P back in the position he would have been in if M&S Bank had actioned the transfers when they opened his account. If this would have happened, then Mr P wouldn't have been receiving interest on his external ISA's once they were transferred to M&S Bank, so I would have asked Mr P for evidence of what his external Cash ISA's interest rates were, then ask M&S Bank to pay the difference. By doing this, Mr P would have been in the position that he would have been in if they had of actioned the transfers.

But on this occasion, I'm not minded to interfere with our investigator's recommendations to M&S Bank. This is because M&S Bank themselves have agreed to the more favourable position for Mr P in our investigators view of the complaint than what I would have told M&S Bank to do. So it follows I'll be asking M&S Bank to put things right for Mr P.

### **Putting things right**

Our investigator suggested that M&S Bank take the following actions:

Re-work Mr P's Cash ISA in line with his original instructions set out above, (including application of any interest he has lost out on);

Update Mr P's profile to show that he requires large text as a reasonable adjustment;

Pay Mr P £300 compensation for the distress and inconvenience caused, which I think is reasonable in the circumstances.

### **My final decision**

I uphold this complaint. Marks & Spencer Financial Services Plc trading as M&S Bank should settle the complaint in line with the instructions in the "*putting things right*" section above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 20 March 2024.

Gregory Sloanes  
**Ombudsman**