

## The complaint

Mr P complains of many instances of poor customer service from Yorkshire Building Society (YBS) following an initial enquiry about interest rates.

## What happened

After difficulties online and in branch, Mr P opened an account with YBS in May 2023. He experienced issues logging on to his accounts and with an Individual Savings Account (ISA) transfer and had long waits on calls and in branch at YBS. He said he was promised letters would be sent in large font, as YBS knew he had a visual impairment, but they weren't, and his information request (DSAR) wasn't responded to properly.

Mr P wanted to move money due to a change in interest rates, but he couldn't log onto his account to find the current rates and YBS didn't provide information. He said his attempt to transfer money to another provider's ISA was frustrated by YBS without a clear explanation. Mr P said he spent hours trying to sort this out and was told he could open a new ISA but was sent a wrong size text form in the post and couldn't access this account online.

Mr P spoke to YBS head office in September 2023 and was told to just call in to a branch with ID, and the application would be read to him, and he could sign it. But he said the branch staff didn't know how to help. Mr P complained to YBS about its service and interest rates.

In its final response letter to Mr P of 9 November 2023, YBS said the onus is on customers to manage their accounts and it is for them to apply for different rates or accounts. It said Mr P entered incorrect details while logging on to his account and it provided a number to call to reset his password. YBS said its system offers approximate response times to calls, but this isn't guaranteed due to variations during the day and paid £50 compensation for this. YBS said Mr P's ISA transfer didn't complete as there were insufficient funds in his ISA with YBS.

Mr P said he finally obtained a bank book and a letter in large font explaining what had happened, but he said the compensation was insufficient, and he didn't receive a final response letter. Mr P said he was embarrassed as other people had to read letters to him and knew his business. Mr P said he doesn't have a mobile phone and his computer is slow.

Mr P referred his complaint to our service. Our investigator recommended that the complaint be upheld in part and said YBS should pay further compensation of £100 for the time taken to resolve Mr P's logging on issues, for sending communications in the wrong font, (although he noted that it acted quickly to resolve this), and for poor service about call backs.

The investigator said YBS made best efforts to help Mr P, but could have done more in response to his entering incorrect details. He said YBS shouldn't have sent things to Mr P that weren't in a large font, but it acted swiftly to rectify this and minimise the impact. He said YBS has to offer reasonable adjustments to Mr P, but it didn't intend to hinder him.

The investigator didn't uphold the rest of Mr P's complaint. He explained why Mr P's ISA transfer hadn't worked as the rules prevented a transfer of the full amount in his account and so YBS had acted correctly. He said the ISA provider to whom Mr P wanted to transfer was responsible for updating Mr P, and so any delays were not YBS's responsibility. He said Mr P thought the interest on his savings wasn't competitive and YBS's automated update that the rates were being reviewed was misleading as it hadn't led to a change. YBS agreed that

it may not react quickly to changes in the Bank of England rate, but it doesn't promise specific timescales. He said YBS acted on Mr P's DSAR and sent the information requested.

Mr P said the compensation was still too low and asked if his online issues been rectified. Mr P questioned how the DSAR information was sent and if YBS had advised him that his ISA transfer hadn't gone through as he had insufficient funds. He further questioned YBS's approach to interest rate changes.

The investigator responded further. He said YBS isn't required to give specific timescales to rate changes and said we can't direct its policies and procedures. He said YBS explained this to Mr P in their calls. He said Mr P could amend the font size when he received emails. YBS confirmed that it sent information to Mr P in response to his DSAR by email on 14 November 2023.

YBS agreed to the findings and additional compensation, but Mr P remained dissatisfied.

### **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.

Mr P has raised other complaints about YBS's service that have been dealt with separately. This decision deals with the issues addressed within YBS's final response letter to Mr P of 9 November 2023.

Mr P is unhappy with the way his accounts have been handled by YBS and the service it has provided. YBS, and subsequently the investigator, have upheld the complaint in respect of call backs not being made, some communications not in large print and the time taken to address Mr P's difficulty with online access. For the impact of these issues on Mr P compensation totalling £150 has been put forward. I have considered whether this represents fair compensation for what has happened to Mr P.

In essence, Mr P's unhappiness appears to stem from his difficulty in obtaining online access to his accounts. YBS said it became aware in May 2023 that Mr P suffers from a visual impairment. That means in terms of the reasonable adjustments required by the rules, YBS needed to provide written communications in large print and assist Mr P with accessing his account.

I can see there were some failings in both these areas and Mr P has advised that a significant amount of his time was spent trying to resolve issues and he felt the bank wasn't providing him with accurate information to resolve them.

I sympathise with Mr P for his frustration and time in trying to obtain online access to his accounts. YBS said that following Mr P entering incorrect details, the only way to rectify this would be to enter and reset his password. From the records, I haven't found that YBS was at fault about this. Having listened to calls I can see YBS were trying its best to resolve and provide clear and accurate information about this process. Although ideally this would have been resolved for Mr P much more quickly I think YBS was following its process which is in place to protect accounts such as Mr P's.

YBS has said that Mr P's son has since been added to the account so he can support his father to make transactions. I have no reason to doubt that YBS has correctly identified the source of the problem Mr P faced with online access and I hope the new account arrangement will help avoid problems in future.

With regard to its communications, I can see YBS sent an email in a standard font, which was of no help to Mr P, but this was quickly addressed a sending the email in the required size font. Mr P's complaint about an application form in the wrong font was addressed in a previous complaint.

Mr P said he wasn't called back as promised by YBS and YBS has acknowledged this. As to the timing of pre-arranged calls YBS explained that its system offers an approximate time to answer its calls. It said this may vary depending on call volumes through the day and so it doesn't guarantee a call will be answered within that time. I can see from YBS's records that Mr P's calls were answered within five minutes of YBS's estimated waiting time, and I think that was reasonable.

YBS has a responsibility to offer reasonable adjustments to Mr P, in correspondence and in branch and there have been occasional errors in this regard. However, I can see that YBS has acted on Mr P's visual impairment and tried hard to assist him. I was sorry to learn that Mr P was embarrassed as other people had to read out letters to him, but he requested written communications to be in large print and this has generally been followed by YBS.

Mr P didn't feel that YBS was clear and transparent with information about its interest rates. YBS has its own policies and procedures, about the setting and communication of its interest rates and it's not for our service to make recommendations about matters of commercial discretion. In common with other banks YBS doesn't automatically change a customer to a higher rate of interest as all accounts require an application. This means the onus is on the customer to manage their accounts and I think this is clear from the terms and conditions of the account.

It is worth noting that YBS publishes its interest rates on its website, and I don't think its approach to interest rates lacked transparency. Mr P has had several accounts with YBS and has indicated his awareness of the products offered by other financial businesses that he can use if dissatisfied with YBS's approach.

Mr P was frustrated at the failure of his initial ISA transfer request. YBS has explained that the transfer couldn't be carried out due to the amount initially requested by Mr P not being possible as he had insufficient funds. I can see that when the transfer was re-submitted with the correct amount in October 2023 it went through. From what I have seen YBS has acted in accordance with its procedures and within government regulations about the ISA transfer.

### **Putting things right**

Having considered all of the issues Mr P has raised that are pertinent to this complaint, I feel that YBS has acted in accordance with its policies and procedures and within government regulations about the interest rates it offers and Mr P's ISA transfer. In respect of the incidences where YBS has fallen short in the service it provided Mr P I think the impact on him has been wasted time and frustration. All-in-all I think the compensation recommended by the investigator is a fair and reasonable reflection of the effect the issues had on Mr P.

### **My final decision**

For the reasons I have given it is my final decision that the complaint is upheld. I require Yorkshire Building Society to pay Mr P a total of £150 compensation in respect of the distress and inconvenience it has caused him, from which it may deduct any compensation it has already paid.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 17 June 2024.

Andrew Fraser  
**Ombudsman**