

The complaint

Mr H(1), and his son Mr H (2) complain about Yorkshire Building Society's (YBS) approach and requirements in relation to taking Mr H(1)'s name off an account. They would like YBS to improve its processes and customer service. They would also like compensation for the inconvenience

What happened

The details of this complaint are well known to both parties so I won't repeat them again here, instead I will focus on giving the reasons for my decision.

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.

Having done so I have reached the following conclusions:-

- I can see from the information provided that Mr H(1) tried on a number of occasions to have his name taken off Mr H(2)'s account. As I understand it the information Mr H(1) provided wasn't sufficient – he provided what he thought should be needed but not what YBS required. So, whilst I appreciate the inconvenience several attempts to rectify the issue would have caused, it seems to me this was primarily down to Mr H(1) not accepting what YBS required.
- YBS required a new application form from Mr H(2), ID, and a letter of authority from Mr H(1). I can see that both parties may have found this onerous and excessive. However, YBS has explained it needed Mr H(2) to agree to its terms and conditions and to get up to date information for example Mr H(2)'s signature. YBS has explained it takes security of customer's accounts seriously and its policies are there to ensure funds are protected. I don't find that response unreasonable
- Mr H(1) feels RBS's requirements fall outside of Financial Conduct Authority (FCA) Guidelines. As our investigator has explained we are not the regulator and it's not for us to tell businesses what policies to have or what processes to use.
- In terms of the comments Mr H(1) has made about YBS's customer service I found YBS's correspondence to be factual and polite and not 'terse' 'rude' or 'unpleasant' as Mr H(1) described. In one email an apology is given in response to Mr H(1)'s comments about the tone of correspondence received. In relation to the email in question I found no issue with the tone, but I think it was helpful that RBS responded in the way it did given how Mr H(1) viewed the email.
- I understand RBS didn't comply with Mr H(1)'s request that his complaint be referred to its Chief Executive Officer (CEO). It has explained this was due to concluding no new issues had been raised, and complaints referred to the CEO are sent to the complaints team to handle so it would have been referred back to the team who were

already dealing with Mr H(1). On reflection it has told us it perhaps should have explained this to Mr H(1), and I agree that would have been helpful. But I don't feel this one issue is grounds for compensation. It is however something RBS might want to bear in mind in the future.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H and Mr H to accept or reject my decision before 14 November 2023.

Bridget Makins
Ombudsman