

The complaint

Mr W complains about the level of customer service he has received from Triodos Bank UK Limited (Triodos).

What happened

Mr W is unhappy with the interest rates offered by Triodos and that it charges a fee for his personal account. Mr W wants Triodos to use his chosen Christian name when dealing with him. Mr W is unhappy that Triodos expects him to log onto a website to receive communications and asks that it communicate via email.

Mr W also had other concerns about Triodos but these relate to accounts held in the name of organisations he's associated with it. Our investigator explained that the Financial Ombudsman Service could only consider Mr W's complaint as it relates to his personal account.

Our investigator recommended that Mr W's complaint be upheld and that Triodos pay him £100 compensation. Our investigator noted that Triodos confirmed it would use Mr W's preferred name going forward.

Our investigator said that we can't ask Triodos to reconsider the fees it charges or interest that it pays on an account as we are not the regulator. Our investigator thought that the terms of Mr W's account allowed Triodos to charge a fee.

Where our investigator thought Triodos could have done better was around Mr W's preferred method of contact. Our investigator thought Triodos had given Mr W some conflicting information and that for the shortfall in customer service, £100 compensation was fair. Our investigator asked that going forward, Triodos contacts Mr W by email or post, as allowed under the terms of his account.

Triodos responded to the investigator and said the only personal account Mr W holds is a saver plus account. So, it provided the terms and conditions of the saver plus account rather than the current account.

Triodos explained that although it uses email for general communication, it uses a secure messaging service for account specific communications. Triodos says that it can send letters to customers where they have disclosed a vulnerability and require paper communications but that this isn't offered as standard.

Our investigator considered the correct account terms and said his view about the charges and interest remained unchanged. He still thought that the terms of the account mention email as a method of communication and that it was fair for Mr W to ask for this method. Our investigator didn't think Triodos made it clear that the online banking portal would be the only or preferred way for Mr W to make contact. Our investigator thought that if email wasn't secure, Triodos shouldn't have listed it as a method of communication in the terms. He asked Triodos again to use the postal service in circumstances when email would not be secure.

Neither Triodos nor Mr W responded to our investigator's second view so the complaint has come to me to make a final 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.

As our investigator told Mr W, I can only consider his complaint as it relates to his personal account. Triodos has confirmed that the only personal account Mr W holds is an online saver plus account. As far as I am aware this account does not charge a fee so I don't say anything more about this aspect of Mr W's complaint, which likely relates to an account held by one of the organisations that he is associated with.

Although Mr W is unhappy with the level of interest Triodos pays on the saver account, the Financial Ombudsman Service can't interfere with Triodos's commercial decision to set rates at a particular level. It would be for the regulator – the Financial Conduct Authority - to make decisions about the way Triodos runs its business. My decision is limited to whether Triodos has treated Mr W unfairly and if so, what steps it should take to put things right.

Triodos has confirmed that it will add a further note to Mr W's account to remind colleagues to use his preferred name. I think that this is a fair way to resolve Mr W's concerns about his name.

I agree that it may have been confusing for Mr W to see that Triodos will send and accept email communication in certain circumstances. Triodos on the other hand says that email is not a secure form of communication, so for this reason, it notifies customer via email that there is a secure message waiting for them to view online.

Mr W has explained the difficulties he has receiving emails from a 'do not reply' sender and that these notification emails routinely go into his spam folder. Although Triodos has told Mr W what steps he can take to try and prevent emails from being treated as spam, Mr W remains unhappy. I agree with our investigator that it's fair to recognise Mr W's concerns about the method of contact by awarding him £100 compensation.

Going forward, Triodos says that it can issue letters to a customer where they have disclosed a vulnerability but that as an online bank with commitments to reducing carbon emissions, it doesn't offer paper communication to customers as a standard preference. However, given the difficulties Mr W has faced receiving notifications of secure messages, I don't see why Triodos can't use email contact for information which isn't account specific and post for anything that needs to be sent securely.

Putting things right

To put things right, Triodos Bank UK Limited should:

- try, where possible, to communicate with Mr W by email and if this is not secure, by post; and
- pay Mr W £100 compensation.

My final decision

My final decision is that I uphold this complaint and direct Triodos Bank UK Limited to put things right in line with the above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 15 November 2023.

Gemma Bowen
Ombudsman