

The complaint

Miss E is unhappy that Commsave Credit Union Limited charged annual dormancy fees to her account.

What happened

Miss E opened a savings account with Commsave and received £25 into the account as an opening bonus. Miss E couldn't access her Commsave account, so didn't use it. A few years later, Miss E noticed that Commsave had applied two £10 annual account dormancy fees because she hadn't used the account, which had eroded the balance of the account. Miss E wasn't happy about this, so she raised a complaint.

Commsave responded to Miss E but felt that the dormancy fees had been applied fairly and correctly. Miss E wasn't satisfied with Commsave's response, so she referred her complaint to this service.

One of our investigators looked at this complaint. But they didn't feel Commsave had acted unfairly in how they'd managed the situation and so didn't uphold the complaint. Miss E remained dissatisfied, so the matter was escalated to an ombudsman for 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.

Miss E is unhappy that she hasn't been able to access her Commsave account. Miss E has explained that she works full time, including some Saturdays, and can't access her personal emails at work. Miss E has also explained that she doesn't have a smart phone to be able to access her Commsave account via their mobile app. Finally, Miss E has explained that when she rings Commsave to access her account while she's at work, she's given a passcode that expires after a short time and before she can get home to use her personal computer.

It seems clear then, based on what Miss E has said, that she does struggle to access her Commsave account. However, it isn't Commsave's fault that Miss E chose to open an account that she would struggle to access. And I feel that it was for Miss E to have checked whether the means of accessing an account that Commsave provide would be suitable for her before she signed up for a Commsave account.

I also note that Commsave's phone lines are open on Saturday mornings. And given that Miss E has explained to this service that she works some Saturdays, this entails that she doesn't work on other Saturdays. It therefore seems reasonable to me that Miss E could have called Commsave on a Saturday morning when she wasn't working, while she was at home and with access to her personal computer, so that she could use the passcode that Commsave would give to her to access her account before that passcode expired.

Miss E is also unhappy that Commsave have charged her two £10 annual dormancy account fees because she failed to comply with the savings requirements of her Commsave

account. These requirements, as stipulated in Commsave's terms and conditions, include a minimum saving requirement of £10 per month or £2 per week.

But Miss E hasn't credited the account at all since she opened the account in 2021, and so she's clearly in breach in Commsave's minimum savings requirements. And, similar to the above, I feel that it was for Miss E to have understood the minimum savings requirements, and to have ensured that she could adhere to them, before she opened the account.

Commsave have explained that they sent emails, letters, and text messages to Miss E advising her that she wasn't meeting their minimum savings requirements, and that the consequence of this is that her account would be considered dormant, and her account balance transferred to a dormancy account which incurred a £10 annual fee.

I'm satisfied from the information provided to this service that Commsave began sending these communications to Miss E in October 2021. Given that Miss E has confirmed in her complaint to this service that she received an email from Commsave in April 2023 that confirmed the annual £10 dormant account fee, I feel it's highly likely that she would have received the earlier emails that Commsave sent to her. And I also note that the fact that a failure to meet the minimum savings requirements would result in £10 dormant account fees being applied annually to an account is described in Commsave's online rulebook.

All of which means that I don't feel that Commsave have acted unfairly as Miss E contends here. This is because I feel that it was for Miss E to ensure that she would be able to access her Commsave account and meet Commsave's minimum savings requirements before she chose to open a Commsave account. And because I feel that Commsave have applied the £10 annual dormancy fees fairly and in line with their rules.

I realise this won't be the outcome Miss E was wanting, but it follows from all the above that I won't be upholding this complaint or instructing Commsave to take any further or alternative action here. I hope that Miss E will understand, given what I've explained, why I've made the final decision that I have.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss E to accept or reject my decision before 1 May 2024.

Paul Cooper
Ombudsman