

## **The complaint**

Mr T has complained that Market Harborough Building Society (MHBS) changed the terms and conditions of his Regular Saver account.

Mr T is also unhappy with MHBS's online banking account application process.

## **What happened**

MHBS wrote to Mr T on 24 February 2020 to say that it would be removing his Regular Saver account on 27 March 2020, and his account would change to a Member Regular Saver.

This change of account meant that the interest rate stayed the same and account holders would be able to pay more into the account each month. However, the withdrawal limitations were changed from being limited to two per year, to being unlimited – but with 30 days' notice before they could be made.

The letter explained Mr T could transfer some or all of his money to a different account through MHBS's online service or in branch. Alternatively, if Mr T wanted to change or close the account, he could do so without notice or loss of interest up until 27 March 2020, either in branch or by telephone.

Unhappy with the changes Mr T complained to MHBS on 7 March 2020 and asked MHBS to consider his feedback regarding the account changes. Mr T also asked that MHBS pay him £50 because although he provided his mobile number and email address through its online service, he found that MHBS's systems had not stored his details. This required Mr T to call MHBS to rectify the issue.

MHBS responded to Mr T's complaint with its final response letter on 24 March 2020. MHBS said that it needed to make changes to simplify its product range and explained some of the reasons behind the changes. It also added that changes were based on feedback it'd received – one point of which was that customers asked that the monthly limit that could be paid into the account was increased. It also apologised for the difficulties that Mr T faced in terms of entering his details on its online service and acknowledged Mr T was able to rectify matters and that the product he was applying for was opened.

Mr T responded to MHBS's letter on 30 March 2020, raising a number of points. He also explained that he'd sent his passbook to MHBS to close his account, but said he'd not heard back from MHBS. Mr T said that MHBS should return his updated passbook along with a cheque for the closing balance and to pay him £100 compensation.

MHBS wrote to Mr T on 14 April 2020 to confirm that his account had been closed on 27 March 2020 and confirmed a cheque had been sent to him. MHBS said it had nothing further to say on the matter.

Following this, Mr T asked for a copy of the call recording of his conversation on 7 March 2020. MHBS sent Mr T a transcript of the conversation on 1 July 2020. Mr T responded to say he wanted a recording of the conversation, which MHBS duly provided on 21 July 2020.

As Mr T was unhappy with various aspects of how MHBS dealt with matters he referred his complaint to this service.

One of our investigators assessed the complaint and they:

- Said that MHBS was able to change the terms and conditions of the savings account, and as it gave Mr T 30 days' notice, it had acted fairly.
- Acknowledged that there was an issue with MHBS's online service recording Mr T's email and phone number. But they were satisfied that MHBS resolved matters fairly during Mr T's telephone call with MHBS when his details were updated.
- Thought that MHBS's response to Mr T did overall address Mr T's concerns.
- Acknowledged that Mr T had asked for a call recording. They thought that MHBS had unnecessarily delayed matters by sending Mr T a transcript, when it was able to (and later did) send a copy of the call recording to Mr T. Because of this, the investigator recommended that MHBS pay Mr T £50 compensation.
- Concluded that the delay in the account being closed was likely to have been caused by Mr T's letter being delayed in the post. But even if it hadn't, the investigator didn't think the time that elapsed between Mr T's letter being sent (9 March 2020) and when the account was closed (27 March 2020) was particularly unreasonable.

MHBS responded to the assessment and agreed with the investigator's findings. Mr T responded and did not agree with the investigator's assessment. In summary, Mr T said that:

- He didn't think it was fair or reasonable that MHBS changed the terms of his account. He says this caused him inconvenience.
- MHBS's online service was not fit for purpose, given that it didn't retain his contact details, despite him providing them. Mr T said that MHBS's failure to offer him any compensation for the failures of its online system was unacceptable.
- When MHBS responded to his complaint, he didn't think that it had fully addressed his concerns.
- He agreed that MHBS didn't make it clear that its policy was to send call transcripts.
- He believes that MHBS ignored his letter of 27 April 2020 and said that MHBS was being deliberately unhelpful. Mr T also didn't believe that his letter was delayed in the post. Mr T says his letter could've been date stamped to a later date to suit its purposes.

Because Mr T didn't agree with the investigators assessment, the matter was referred for an ombudsman's 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 reviewed everything, including Mr T's responses to the investigator's assessment, I agree with the outcome reached by the investigator, for broadly the same reasons. I will explain why.

I can see that Mr T has provided very detailed points and has asked for a detailed examination of all of the points he has raised. However, although I have considered everything that Mr T has said, due to the informal nature of this service, I will not go into detail within this decision. Instead, I will address what I think are the key aspects of the complaint.

### *Changes made to Mr T's savings account*

Mr T is unhappy that MHBS wrote to him to say that it was removing the Regular Saver account and would be changing his account to a Member Regular Saver account. Although this involved migrating his account over to a different account, as the two accounts were so

similar (although not identical), this change essentially represented an amendment to the terms and conditions of the account.

The main issue that Mr T seems to be specifically aggrieved with regarding this change is that limitations around withdrawals were changed. Prior to the change Mr T was able to make 2 withdrawals per year. Whereas under the new terms, he could make unlimited withdrawals, but had to provide 30 days' notice for each withdrawal.

I appreciate that Mr T was unhappy with this change. I also recognise that the new terms and conditions that he was offered may not have been as convenient for his circumstances as the existing ones had been. But it is essentially up to MHBS to decide what products it offers its customers and under what terms, and it is beyond the remit of this service to tell MHBS what products it should offer its customers.

All I can consider is whether MHBS made the changes in accordance with the terms and conditions of the account. Having reviewed the account terms and conditions, I am satisfied that MHBS was able to amend the terms applicable to his account - providing 30 days' notice was provided. And from what I have seen, Mr T was given such notice of the change to the account. MHBS told Mr T on 24 February 2020 about the changes being made and explained that the changes won't come into effect until 27 March 2020. It explained that it offered a range of other savings accounts and directed Mr T to its website for more information.

So, Mr T was told what changes were due to occur on his account; he was given a reasonable amount of notice to consider his options; and was informed where he could find out about alternative products on its website. Mr T was also provided with a telephone number to call - should he no longer want his savings account once the changes came into force.

Therefore, although Mr T says that MHBS was being unreasonable because he didn't like the changes being made on his account, I've not seen anything to suggest that MHBS was being unfair or unreasonable. On the contrary, due to the ongoing nature of a current and savings accounts, it is standard practice for banks and building societies to periodically make changes to its existing products. And I can't say that what MHBS did was particularly unusual, unreasonable or outside of the terms and conditions of the account.

#### *Difficulties with the online service*

I understand that Mr T experienced difficulties with MHBS's online service. Mr T says he entered his email address and mobile phone number, but his details were not stored. This required Mr T to call MHBS to rectify the matter.

I recognise that this may've been frustrating for Mr T. But it is a fact of life that not all computer systems work as they should do and we all experience a level of inconvenience in day-to-day life. But it doesn't mean that compensation should be paid for each and every issue that may occur.

In this case, I don't think it was particularly onerous for Mr T to call MHBS to rectify the error that he experienced with MHBS' online service. And when Mr T did call MHBS, it did put matters right for him whilst he was on the phone. As such, whilst Mr T may've experienced inconvenience by this error, I don't think it was substantial enough to warrant compensation.

#### *MHBS addressing Mr T's concerns*

Mr T has raised concerns that MHBS didn't address his concerns in sufficient detail in the final response letters MHBS sent him.

I have read the final response letters that were sent to Mr T. Although they may not have gone into as much granular detail as Mr T would've liked, they did still address the key aspects of his concerns. I also don't think they were disrespectful to Mr T.

#### *Sending transcripts of Mr T's call*

Mr T requested that MHBS provide him with a call recording of his conversation with MHBS from 7 March 2020.

I understand that Mr T first asked for the call recording in April 2020, but MHBS says it didn't receive this letter. In the circumstances, I have no reason to doubt MHBS that it didn't receive this letter, especially as it did respond to his other correspondence, so I see no reason why it would've ignored this one letter.

Nevertheless, Mr T sent another letter dated 24 June 2020, which MHBS says it received on 29 June 2020 and MHBS responded by sending a copy of the call transcript on 1 July 2020. However, Mr T wrote back to MHBS to ask that a copy of the call recording be provided, not a transcript, which MHBS duly did on 21 July 2020.

MHBS says it is its general policy to provide call transcripts if evidence of conversations is requested. But Mr T had asked for a call recording and MHBS was able to provide call recordings. So, I think that it could've avoided causing Mr T unnecessary inconvenience by sending him the call recording when he'd initially asked for it.

The investigator recommended that MHBS pay Mr T £50 for the inconvenience caused to him. In the circumstances, I don't think this is unreasonable. I say this especially because when Mr T wrote back to MHBS to insist that a call recording is sent to him, MHBS did so within a reasonable amount of time. So, I think the inconvenience caused to Mr T was only minimal and I don't think any more compensation is warranted for this matter.

#### *Instructions to close his account*

Mr T is also unhappy how long it took MHBS to close his account. MHBS says that it first received Mr T's letter on 27 March 2020 and actioned the closure request on the same day. Mr T questions whether the letter really was received on that date and says that the letter could easily have been received earlier but date stamped on a later date on purpose, to make it seem that it responded quicker than it did.

In the circumstances, I don't find Mr T's argument to be particularly plausible. I think it is more likely the case that the letter was delivered around the date that it was date stamped. I'm also mindful that the UK government announced the first COVID-19 lockdown on 23 March 2020. So, I can't rule out the possibility that this may've added an element of delay in either MHBS receiving the letter or MHBS processing the letter after it had been delivered. Either way, I don't think it was date stamped at a later date, just to make it seem that MHBS had dealt with the letter quicker than it could've been.

In the circumstances I'm satisfied that the account was closed in a reasonable period of time, as per Mr T's instructions. So again, I don't think that MHBS has acted unfairly or unreasonably regarding this matter.

I recognise that Mr T may be unhappy with this decision and may've wanted a more detail response to his complaint. But having considered everything he has said, apart from the

unnecessary delay in sending Mr T the call recording, I don't think that MHBS has acted unfairly or unreasonably in these matters.

### **Putting things right**

Because of the reasons given above, to put matters right, I think that MHBS should pay Mr T £50 for the inconvenience caused to him for not sending the call recording when he'd initially requested it.

### **My final decision**

It is my decision that I uphold this complaint and require Market Harborough Building Society to do what I have outline above, to put matters right, in full and final settlement of this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 1 March 2024.

Thomas White  
**Ombudsman**