

## **The complaint**

Mrs L complains that Monument Bank Limited won't allow her to close her Fixed Term Deposit account before maturity following a variation to the account terms and conditions (T&Cs).

Mrs L has appointed her husband as a representative in her complaint, but for ease of reading I'll refer to Mrs L throughout this decision.

## **What happened**

Mrs L holds a Two-Year Fixed Deposit Account with Monument which matures in July 2024.

In July 2023 Monument wrote to Mrs L to notify her of a variation to the T&Cs of the account that would take effect on 25 September 2023. Mrs L was unhappy with variation as she felt the changes detrimentally impacted her. So, on 6 September 2023, she asked for her account to be closed without incurring any penalties.

Monument didn't agree to close the account. Mrs L thought this was a breach of the T&Cs she had originally agreed to. And because the account hadn't been closed, she said she had lost out as she'd been prevented from investing her money elsewhere at a higher rate of interest. So, she complained to Monument.

Monument didn't uphold Mrs L's complaint. It said the T&Cs of Mrs L's account allowed variations to be made. And that the variations it had made hadn't disadvantaged her.

Unhappy with the outcome, Mrs L referred her complaint to this service. Our investigator didn't uphold the complaint. She thought the changes made the T&Cs clearer and didn't impact how Mrs L's account operates.

Mrs L didn't accept the outcome reached by the investigator. She raised several points which the investigator considered, but ultimately didn't think altered the outcome she had previously reached. So, Mrs L asked for her complaint to be referred to an ombudsman and the complaint has been passed to me to decide.

## **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.

Mrs L has asked to speak to me. I'm satisfied I have enough information from both parties on file to understand the evidence and arguments to decide this complaint fairly. That, combined with the need to ensure impartially, means I don't consider a call necessary or appropriate. I will also focus on the issues which are - in my opinion - relevant to reaching a fair outcome to this complaint. This isn't meant as a discourtesy. It reflects the informal nature of our service.

While I appreciate Mrs L's strength of feeling about what happened - overall, I agree with the outcome reached by our investigator. I'll explain why.

The T&Cs Mrs L agreed to when she opened the Fixed Term Deposit set out that Monument could vary the account T&Cs in some circumstances – including *'to make this agreement clearer or more favourable'*. The T&Cs also said that if a variation was detrimental to the account holder, they would be able to close the account without loss of interest within the 60-day notice period.

Here Monument wrote to Mrs L on 24 July 2023 and that the new T&Cs would come into effect on 25 September 2023. Mrs L contacted Monument on 6 September 2023 to say she didn't agree with the changes to the T&Cs as she thought they were detrimental to her. And she asked to close her account. So, I'm satisfied Mrs L contacted Monument within the 60-day notice period.

Monument maintain the variation to the T&Cs make them clearer. Mrs L has referred to the absence of a specific sentence which was in section 7 of the original T&Cs which she says is detrimental to her as she would have less rights than before to close her account. So, she maintains that the change is not favourable, nor does it make the T&Cs any clearer.

The original T&Cs Mrs L agreed to say:

*'If the change is to your disadvantage, then for a period of 60 days from the date of our notice, you've the right to close your Fixed Term Deposit without loss of interest or charge.'*

*and*

*'If you choose to close your Fixed Term Deposit during the notice period, any terms here will not prevent you from closing your Fixed Term Deposit and you won't lose any interest.'*

Whereas section 7 of the revised T&Cs doesn't include the second sentence.

Mrs L hasn't shown how the absence of the second sentence means she has less rights than before to close her account. And having thought about this carefully, I don't think the change makes a material difference to her position. The original T&Cs Mrs L agreed to are clear in that *'withdrawals and early closure are not permitted throughout the term'*.

Since referring her complaint to this service Mrs L has also referred to other changes to the T&Cs that she feels are detrimental to her.

She says Section 2 (paragraph 2) imposes a new obligation on her by the addition of the words *'you agree'*, in relation to not using the account to move money between herself and third parties.

But Mrs L's account is a 2 -year Fixed Term Deposit and therefore the money invested in the account is required to remain in the account for the full 2-year term. I'm satisfied that the original T&Cs Mrs L agreed to when the account was opened didn't allow the account to be for day-to-day transactions, so I'm satisfied the addition of *'you agree'* hasn't changed Mrs L's position in this respect.

Mrs L also says section 7 (paragraph 2) now gives Monument specific rights to make changes in isolation to the 2-year Fixed Term Deposit account held by her. She says Monument is singling out her and other holders of this type of account for what might be adverse future treatment. But I'm satisfied that Monument - in this instance, has only used the 2-year Fixed Term Deposit account as an example.

Overall, I don't find that Monument has detrimentally effected Mrs L in varying the T&Cs of her account. So, I'm not going to tell Monument to take any further action in respect of this complaint.

Mrs L has made several points about how her complaint was handled by Monument. She says the investigation wasn't independent and its response didn't address all her concerns. I should explain that complaint handling - in itself, is not something this service generally considers as it's not a regulated activity. And it's not for this service to tell a business how it should run its complaint handling process.

But from what I've seen Monument investigated Mrs L's complaint and it provided a written response within the required timescales. In doing so, it also provided referral rights to this service. Overall, while I understand that Mrs L may have expected Monument's response to be more comprehensive than it was, I'm not persuaded that Monument handled the complaint incorrectly. And by referring her complaint to this service, Mrs L has now had the independent and impartial review she is entitled to.

### **My final decision**

For the reasons given above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs L to accept or reject my decision before 7 March 2024.

Sandra Greene  
**Ombudsman**