

The complaint

M is a limited company who complain about the policy of Tide Platform Limited (Tide) when they changed an interest rate on a savings account.

What happened

In August 2024, after the Bank of England's Monetary Policy Committee (MPC) decided to reduce the base rate, Tide wrote to M the next working day to say they were reducing the interest rate on their savings account. Unhappy with the lack of warning which M felt was not in line with the Financial Conduct Authority (FCA) Handbook, and the impact on their financial planning, M complained to Tide.

Tide investigated the complaint and provided a final response letter in which they did not uphold the matter. In it, they detailed the timeline of events, and that their decision deviated from what M quoted from the FCA handbook. Tide went on to say that they could not predict interest rate changes from the Bank of England and their terms and conditions said they did not have to give notice but would notify their customers within 30 days of any change, which they did.

M was dissatisfied with Tide's response and explanation saying that the FCA guidelines state reasonable notice is required for changes and that responsiveness to MPC decisions does not exempt Tide from its obligations.

Tide reiterated its position and as a result, M referred their complaint to our service.

Our investigator looked into the complaint and contacted Tide and as a result, would not be asking Tide to do anything further. Our investigator said that the account M had tracked the Bank of England base rate with the rate automatically changing. Our investigator also said Tide's terms and conditions supplied on opening, were clear and, it was not reasonable to expect Tide to predict future base rate changes.

M remained unhappy, reiterating that the view did not adequately address compliance with the FCA handbook. M also sent in communication from another financial services provider who gave over a two month notice period for an interest rate change. It was then agreed that an ombudsman would review the complaint.

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.

I have looked carefully at all the information Tide have provided to see if it has acted within its terms and conditions, followed due process, and to see if it treated M fairly.

My role is to consider what both sides have said, along with any evidence provided – to decide if Tide has acted fairly. The Financial Ombudsman Service is not a regulatory body or a Court of Law, instead we serve as an informal, unbiased dispute resolution service. Although we consider relevant law and regulation when investigating complaints, our focus is to determine whether we believe a fair or unfair outcome has taken place, from an impartial standpoint.

If I don't mention any specific point, it's not because I failed to take it on board and think about it, but because I don't think I need to comment on it to reach what I think is a fair and reasonable outcome. No discourtesy is intended by me in taking this approach. Looking over the correspondence M has sent to Tide, and to this service, I recognise he feels strongly about this complaint.

Firstly, I wanted to address terms and conditions. M, through the terms of the product, agreed to how the product worked when it was opened and would have had ample opportunity before agreeing to it, to query the interest rate change aspect and withdraw their interest accordingly.

Looking at the aforementioned terms for the account that M has, the applicable section details *"2.3 The Bank of England base rate can change at any time. If it does, this change will take effect from the day the Bank of England announces the change. We do not have to give you prior notice of this change coming into effect but we will notify you within 30 days of it taking effect"* so in terms of clarity, I agree with the investigator that Tide made their policy clear for the type of account M has.

I know M feels strongly that Tide have not complied with FCA principles within this complaint, and within their terms and conditions but Tide are entitled to design and administer regulator-approved processes and procedures. Accordingly, if M wishes to pursue his concerns, he may wish to contact the regulator, the FCA directly. He should be aware, however, that the FCA won't consider individual complaints.

Finally, I thank M for sending information to this service of an interest rate change from another financial services provider, but I can't address the policy of another firm when this complaint is about Tide.

I am sympathetic to M's predicament, but I have to look at any identifiable errors and within this complaint, there are none. I think Tide has acted within its terms and conditions and treated M fairly. And so, I cannot require it to take any further action towards them.

My final decision

For the reasons I have given it is my final decision that the complaint is not upheld. Under the rules of the Financial Ombudsman Service, I'm required to ask M to accept or reject my decision before 9 April 2025.

Chris Blamires
Ombudsman