

The complaint

Mr B is unhappy with Yorkshire Building Society trading as Yorkshire Group (Yorkshire BS). He said it made mistakes around his ISA transfer in December 2023.

What happened

Yorkshire BS sent Mr B a maturity pack in December 2023 which confirmed *“Unless you tell us otherwise, from 1 January 2024 we’ll transfer your account automatically into our 5.10% Fixed Rate ISA TO 31 December 2024. Your new fixed interest rate will be 5.10% Tax Free**p.a/AER* and your interest will be paid annually.”*

Mr B said the maturity pack included a form which he said he returned asking for a two year fixed rate at 4.90%.

Yorkshire BS said in a telephone call 23 December 2023 Mr B spoke to branch member of staff “L”. Yorkshire BS said during this call he asked to transfer to the 1 year ISA at 5.10%. It confirmed this would be arranged and he would be sent a letter once it had been done.

Yorkshire BS followed up by stating Mr B called again on 9 January 2024 and said he hadn’t received any letter. He spoke again to L. L admitted he had made a mistake as he had thought the conversation was about a bond and the system would have automatically generated a letter if it had been about a bond. L said as it was about an ISA no letter would be generated by the system. Instead said he would now send Mr B a prepaid envelope so he could send back his passbook and L would update this to the new product details and return it. He said he would now get a letter sorted out and send a mini statement too.

In May 2024 Mr B rang Yorkshire BS and said he had asked for the 4.90% two year fixed ISA. Yorkshire BS said the product was withdrawn on 20 December 2023 and replaced with a 4.6% two year rate. It said it kept trying to explain this to Mr B, but he was talking over the staff member throughout the call. Yorkshire BS said it had no record of such a request.

On 30 May 2024 Mr B registered a complaint.

Yorkshire BS investigated and issued a final response but said it had made no errors around the transfer. It did uphold a second part of his complaint about the complaint handler not calling him back. Yorkshire BS apologised for this.

As Mr B remained unhappy, he brought his complaint to this service.

Our investigator didn’t uphold the complaint. She said there was no proof Mr B did return any forms asking for a two year fixed rate. She listened to all the calls and noted Mr B had asked L to transfer to the one year 5.10% ISA. She noted this was a verbal request and didn’t require a signature. Our investigator also noted Mr B called back in January as he hadn’t had the confirmation letter. She said as Mr B had clearly asked for the transfer she wouldn’t be asking Yorkshire BS to do anything. She said the ISA was set up correctly.

Mr B didn't accept this and asked for his complaint to be passed 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.

Mr B is adamant that he didn't make the calls in December or January. He said these calls are fake and bogus.

But I note that it seems unlikely a fake caller would ring back to say he hadn't received a letter as the letters would be sent to Mr B's address rather than any fake or bogus callers address.

The maturity letter is clear about what would happen if Mr B took no action. But the call records show that Mr B did take affirmative action by ringing Yorkshire BS and confirming that he wanted to take the 5.10% ISA. Yorkshire BS went ahead based on this call and when Mr B rang back it admitted it hadn't sent him the letter it said it would, apologised and did then send him the details and the prepaid envelope as discussed.

It seems there's no doubt Mr B got the maturity pack as he did call in shortly afterwards. And there's no other record or discussion to suggest at any point around the transfer he was looking for a different two year product. I think the details of what would happen with the ISA were clear in the maturity pack and Mr B seems to understand them when he called Yorkshire BS in December 2024. Mr B now states that the new arrangements can't go ahead just based on the telephone discussions anyway. I don't think that's the case. He was clear in his telephone instructions and Yorkshire BS did what he asked.

There's also nothing to suggest Mr B didn't get the mini statement and letter the branch issued to him after the January call. This confirmed the new product details interest rate.

Yorkshire was clear in correspondence that it didn't receive a maturity form. It was also clear that the 4.90% Fixed Rate ISA for two years was *"withdrawn from sale on 20 December 2023, however had we received your form we would've still been able to open the account for you."*

I think Yorkshire BS acted fairly and reasonably when it transferred the ISA in line with the details provided to it by Mr B. Mr B wanted to move to the new product, had confirmed it in December, checked again in January, and no complaint was raised until many months later. There's no evidence the forms were returned requesting a different product either.

Yorkshire BS accepted it didn't call back on one occasion, but it apologised for this. I think that was fair.

Overall, I think Yorkshire BS acted fairly and reasonably in the way it handled the ISA transfer.

My final decision

I don't uphold this complaint.

I make no award against Yorkshire Building Society trading as Yorkshire Group.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or

reject my decision before 25 June 2025.

John Quinlan
Ombudsman