

## **The complaint**

Mr G complains about OneSavings Bank Plc (OSB) when a Fixed Rate ISA (FRISA) account matured.

### **What happened**

After investing into a two-year FRISA in November 2022, OSB wrote to Mr G early November 2024 prior to maturity to make him aware, to detail the available options including what would happen if they did not hear from him, and to state he had fourteen days after the maturity date to provide instructions. OSB also sent this letter electronically to Mr G via a secure message.

No maturity instruction was received from Mr G, so the maturing funds were moved to the account type specified in the 'do nothing' section of their letter, which was another two-year FRISA.

As Mr G had made arrangements with another provider to whom he wished the maturing funds to be transferred, he contacted OSB unhappy they had effectively renewed his account without his permission. Furthermore, OSB would raise a penalty if Mr G wanted to proceed with the transfer as it was received over 14 days after the maturity date. Accordingly, he logged a complaint with OSB.

OSB responded to the complaint and didn't uphold it. They detailed the correspondence they sent to Mr G, provided relevant sections of letters they had sent, and terms & conditions, and also noted that Mr G had accessed his online banking before the account matured.

Dissatisfied, Mr G brought his complaint to our service. Mr G wanted our service to investigate OSB for miscommunication and said that he found the 14-day window too restrictive, and was unhappy that OSB only stated there 'may' be a charge, rather than specifying an exact figure.

After our investigator contacted OSB, they supplied all the information we needed, and said their position hadn't changed. Our investigator completed their investigation into the complaint and said they wouldn't be asking OSB to take any action. They went on to detail what happened, and said that OSB had acted in accordance with their terms.

Mr G disagreed with this outcome saying he did not regard OSB's maturity process as fair and requested an ombudsman review his 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've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, and while I recognise this will come as a disappointment to Mr G, I have decided not to uphold the complaint for broadly the same reasons as the investigator.

As part of my considerations, I cannot ignore that Mr G originally voluntarily actioned and signed up for the account in question which would have meant acknowledging and reading important information about the account that OSB made available.

Turning to the terms and conditions, it is the case that terms and conditions do form the basis of a financial contract, and our service cannot influence them. And I'm satisfied that as far as the FRISA and maturity process go, they are sufficiently clear.

Moving onto the penalty, I do accept that OSB said in one of their letters that Mr G 'may' incur a penalty, but I can also see that within another letter, OSB specify that penalty to be 180 days loss of interest. If Mr G was in any doubt about this penalty, it's reasonable to expect him to make contact with OSB to gain clarity.

Mr G has mentioned that he also finds the charge excessive, suggesting a more reasonable amount such as £100 would be more appropriate. Not only is OSB entitled to decide their charging structure, but as I've stated, Mr G entered into an agreement to this when he opened the account.

Finally, I wanted to address Mr G's point that he finds the 14-day period after maturity to be very short for such a big decision i.e. what to do with the maturing funds. But in view of the size of the decision, there was nothing preventing Mr G from starting to consider this before the funds matured; so I can't agree the timescale was unreasonably short.

While I have no doubt Mr G will be unhappy with my decision, taking everything into account I think OSB have acted fairly and reasonably in not only communicating with Mr G about his maturity, but also applying the terms and conditions of the account.

### **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 Mr G to accept or reject my decision before 1 July 2025.

Chris Blamires  
**Ombudsman**