

The complaint

Mrs M's attorneys complain on her behalf that TSB Bank plc mis-sold a savings account and failed to provide sufficient notice regarding the maturity date of the account resulting in lost interest.

What happened

Mrs M's attorneys attended a branch of TSB and opened a one-year variable rate savings account (Save Well Limited Access Account) on 21 October 2022 for Mrs M and her late husband. Following this TSB sent out welcome letters detailing the type of account opened and key features to both Mrs M and one of her attorneys - Mr M - as per the instructions TSB held on the account when Mr M was added as an attorney on 11 October 2022.

TSB's records show that it wrote to Mr M on 14 August and 7 October 2023 notifying him about the maturity of the savings account and confirming it will convert the account to an easy saver - and the interest rate for the account - unless they get in contact.

TSB also sent out an annual statement in September 2023 detailing the interest paid on the savings account.

As TSB never received a response to its maturity letters and as per the account terms it moved Mrs M's funds to an easy saver account and confirmed this in writing and the interest rate being received on 10 December 2023 and again on 18 May 2024.

On discovering what account the funds were held in and the interest rate being received Mr M complained to TSB stating that it had failed to notify them about the account maturity earlier.

TSB didn't uphold the complaint as it says the terms and conditions were provided at the point of sale and it was made clear what product they were opening and that it would mature into an easy saver account. Furthermore, it didn't agree it had treated Mrs M unfairly as it had written at various points to Mr M before the account matured advising of the next steps if it didn't hear anything and then it followed through with what it said it would do and moved Mrs M's funds to an easy saver account.

Mrs M's attorneys were dissatisfied with this and so brought the complaint to this service. They say they were told when investing the money that it was locked in for a year at 3.7% and were advised this was the best option.

One of our investigators looked into their concerns but didn't think there was enough evidence to show that TSB had made a mistake or treated Mrs M unfairly as TSB's internal screenshots and welcome letter made it clear they had taken out a variable savings account and this - as well as the maturity correspondence - had been sent to Mrs M and Mr M correctly as per the instructions TSB held. And so they didn't believe the savings account had been mis-sold. They accepted that the matter had caused some inconvenience for Mrs M's attorneys but explained that as they aren't the eligible complainant in this matter - Mrs M is - they can't consider the impact that situation has had on them personally.

Mrs M's attorneys remained unhappy, Mr M disputes that correspondence was sent to him and say an agreement was never signed for a savings account at this low an interest rate and this is evidenced by the fact TSB can't produce a signed contract and has asked 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.

I hope that Mrs M's attorneys won't take it as a discourtesy that I've described and condensed this complaint in the way that I have, the background to the complaint is known by all parties and so I don't see the merit in repeating it all here in detail. Ours is an informal dispute resolution service, and I've concentrated on what I consider to be the crux of the complaint. Our rules allow me to do that. And the crux of the complaint is that TSB mis-sold the savings account holding Mrs M's funds and failed to notify Mr M of its maturity resulting in lost interest.

It might help if I explain here my role is to look at the problems Mrs M has experienced and see if TSB has done anything wrong or treated her unfairly. If it has, I would seek – if possible - to put Mrs M back in the position she would've been in if the mistakes hadn't happened. And I may award compensation that I think is fair and reasonable.

And where there is a dispute about what happened, I've based my decision on what I consider most likely to have happened in the light of the available evidence.

Having considered all the evidence – and I know this will come as a disappointment - I'm in agreement with our investigator and I don't think there is anything much more of use I can add.

Though I don't doubt that Mr M doesn't recall opening up the savings account he did for Mrs M and her late husband, I'm not persuaded this was due to any wrongdoing on TSB's part.

TSB say all the terms and conditions would've been provided at the point of sale and it would've been made clear what type of account they were opening. Mr M is dissatisfied with this and would like to see a contract signed by him evidencing his agreement to the opening of the savings account. But this is not part of TSB's processes for the opening of these types of accounts, but rather the agreement is recorded internally when the customer confirms their verbal agreement to open the account.

I accept contracts are often agreed with a handwritten signature, but this is not always the case. And so although I appreciate this is most unsatisfactory, I think it is likely that the account opened on 21 October 2022 was the account agreed on as that is what the follow up sales documentation shows – where it is made clear the account opened is an "instant access savings account with a variable interest rate". I think it is unlikely TSB would send out a welcome letter regarding a completely different product.

Furthermore, I don't think TSB has treated Mrs M unfairly regarding what happens on maturity of the account as I can see this is made clear in the terms and conditions and that as per Mr M's instructions TSB wrote to him – at the correct address - about this on multiple occasions before and after the account matured.

I appreciate Mr M might not have received all these letters but they were correctly addressed

and so I can't say that not having received them is due to an error on TSB's behalf. And as TSB didn't receive any further instructions regarding the account I can't say TSB did anything wrong when in-line with the account terms that on maturity it changed the account to an easy saver account.

And so it follows as I don't think TSB have done anything wrong or treated Mrs M unfairly, I don't uphold this complaint.

My final decision

For the reasons I've explained, I do not uphold Mrs M's complaint against TSB Bank plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 11 November 2025.

Caroline Davies
Ombudsman