

The complaint

Mrs H complains about the way that National Savings and Investments (NS&I) dealt with her when she wanted to cash in her late husband's bonds. She said she was given conflicting information as to whether a Grant of Probate (GOP) was needed.

What happened

Mrs H's husband sadly passed away and she said she didn't realise that a GOP was required when she wanted to cash in some funds from his account. She said she was shocked to discover that her late husband had more than £5,000 in premium bonds so GOP would be necessary. She doesn't believe they have ever been made aware of this.

Mrs H said she made many telephone calls to NS&I to obtain clarification, but she has been getting conflicting information, and she says it's very difficult to speak to someone. Mrs H said she has been very stressed at what already is a distressing time for her.

Mrs H has said she and her late husband had a farming business and still have a mortgage so the money that is held in the premium bonds, is still needed. She said had she of known they needed GOP, they would have moved the money out sooner and into their joint farm account that they hold.

Mrs H said that due to ill health, their farm has been neglected so any excess money they had from their joint farm account was moved to premium bonds in Mr H's name. She said his condition worsened and not knowing how much funerals cost, he transferred £5,000 on 3 November 2024 to their joint account. Mr H passed away on 4 November 2024. Mrs H would now like the funds from the premium bond but is unable to obtain this without GOP. The remaining balance of Mr H's account was £25,675.

Mrs H says she has been given conflicting information about whether it's necessary to obtain GOP when dealing with Mr H's account and would like assistance to try and help her resolve the matter.

Mrs H wasn't happy, so she brought the complaint to the Financial Ombudsman Service where it was looked at by one of our investigators. The investigator didn't uphold the complaint and said that NS&I accepted the poor service that Mrs H had received and offered her £50 which he said was fair and reasonable. He didn't think that NS&I were unfair in asking for the GOP.

Mrs H disagreed and said she would like NS&I to change their terms and conditions and processes around death.

As Mrs H remained unhappy, she asked for the complaint to be reviewed by an Ombudsman, so it's 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.

I'd firstly like to offer my condolences to Mrs H. I understand this has been and continues to be a difficult time for her.

Having looked at everything very carefully, I agree with the outcome that was reached by the investigator, and I'll explain why.

Mrs H has explained her circumstances and because of ill health, she said their farm was neglected so the money Mrs H and her late husband had in their joint account (which was for the farm), was moved to Mr H's premium bonds.

I understand that Mr H transferred £5,000 just shortly before he passed away and Mrs H wanted to then move the rest of the funds into their joint account.

When Mrs H approached NS&I, she said she was told conflicting information about whether a GOP was in fact needed. I appreciate this would have been upsetting and frustrating for her and I understand she wanted the funds transferred back to the joint account.

NS&I accept that they gave Mrs H conflicting information, and they have apologised for this and they also offered Mrs H £50 compensation to recognise that. I don't think there is any dispute here that conflicting information was given to Mrs H.

NS&I sent Mrs H a letter dated 31 December 2024 outlining their requirements that a GOP was needed as the premium bonds that were held were in Mr H's name only and funds could not be released without the GOP.

Mrs H also arranged for a third party to get involved, and I can see a letter that they sent NS&I asking if the funds could be released without a GOP, and NS&I responded and explained this wasn't possible.

I have looked at NS&I's terms and conditions and the section for bereavement, as well as the rules of Probate which are outlined in the Administration of Estates (Small payments) Act 1965. Having looked at these, I can't say that NS&I have been unreasonable in asking Mrs H for a GOP.

I appreciate that Mrs H thinks that NS&I should change their terms and conditions when it comes to matters like these, but that isn't something that our service would get involved in. We are not the regulator; the Financial Conduct Authority is – so we have no scope to tell NS&I to make any changes to their processes. Our role is to ensure that Mrs H has been treated fairly and reasonably in the circumstances of the case.

I know it's been a difficult time for Mrs H but I think that what NS&I have offered her is fair and reasonable in the circumstances of this complaint.

I can see that Mrs H has now obtained the GOP, and she has sent this to NS&I as I've seen that she has completed a form to cash in her late husband's bond. I've seen a note from NS&I dated 13 October 2025 which confirms they received the request from Mrs H. It also says that they were going to finalise this after the November 2025 prize draw.

Based on this, it seems that Mrs H has now been able to transfer the funds to her account.

I know that Mrs H will be disappointed with my decision, but I won't be asking NS&I to do anything further.

My final decision

For the reasons given above, I think the amount that National Savings and Investments has offered Mrs H is fair and reasonable in the circumstances of this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H and the

estate of Mr H to accept or reject my decision before 12 January 2026.

Maria Drury
Ombudsman