

The complaint

Mr B complains that Suffolk Building Society (Suffolk) sent him the incorrect terms and conditions after opening a savings account.

What happened

Mr B opened a savings account with Suffolk. After the account was opened, Suffolk sent Mr B documents but included within these were terms and conditions for a different account to the one Mr B had opened.

Suffolk were contacted by Mr B via their chat messaging service to query the terms he'd received. Suffolk apologised the wrong terms had been sent, confirmed the correct account had been opened and sent the correct terms and conditions to him.

Mr B complained to Suffolk and asked for compensation. Suffolk responded to Mr B's complaint and apologised, again, but they didn't offer compensation.

As Mr B remained unhappy, he approached the Financial Ombudsman Service.

One of our investigators looked into things but didn't recommend Suffolk do anything further. He said Suffolk had accepted there had been an error and the wrong terms had been sent, and he thought their apology was sufficient in the circumstances.

Mr B didn't agree, and the case was passed to me 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.

Having done so, whilst I appreciate it'll come as a disappointment to Mr B, I won't be directing Suffolk to do anything further.

It isn't in dispute that Suffolk initially sent Mr B the incorrect terms and conditions after he opened his savings account. Once Suffolk were made aware of this by Mr B, they apologised, confirmed the correct account had been opened, and provided the correct terms and conditions. This is what I would've expected them to do, and I think this was reasonable in the circumstances.

Mr B says Suffolk should also compensate him £85. He says this is on the basis it is his hourly rate of pay, he needed to contact Suffolk about what had happened via chat message, along with sending emails, and compiling his complaint to bring to this service.

Whilst I note Mr B's request, I'm not going to direct Suffolk to pay this amount. I recognise Mr B contacted Suffolk via chat messaging service, along with sending (two) emails to them which included asking for a complaint to be raised and for compensation. But I think Suffolk's apology, both when Mr B initially contacted them (along with confirming the correct account

had been opened and providing the correct terms), and within their complaint response, was fair and reasonable in the circumstances and I won't be awarding compensation based on Mr B's hourly rate in addition to this.

It was also Mr B's decision to refer his complaint to this service when he was unhappy Suffolk didn't pay him compensation (which I don't think was unreasonable as I've outlined). And I'm not going to direct Suffolk to pay compensation for Mr B choosing to do so, when my view is that the apology already provided (along with confirming the correct account had been opened and providing the correct terms) was fair, and sufficient for what had happened.

I also note that Mr B has said Suffolk's initial complaint response was 'evasive' as it didn't say whether his complaint had been upheld or not or whether they'd be offering compensation. He says this left him unsure whether they'd actually treated it as a formal complaint and didn't state his rights to refer his complaint to this service.

However, the email sent to Mr B by Suffolk on 15 October 2025 was Suffolk's final response, and this did actually include referral rights to this service. Within this, it also said Suffolk apologised for what had happened, and they recognised the incorrect terms had been sent. So, it was clear from this they already accepted there had been an error and were apologising for this. Given it was Suffolk's final response, including referral rights to this service, whilst they apologised for what happened, the fact they didn't offer compensation indicated they weren't going to.

My final decision

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 11 February 2026.

Callum Milne
Ombudsman