

## **The complaint**

Mr M complains that Hampshire Trust Bank Plc (HTB) gave him incorrect maturity values on his investment leading to delays in being able to reinvest the funds. Mr M requests compensation for the financial loss and a payment for distress and inconvenience.

## **What happened**

Mr M invested a sum of money to an 18-month bond with HTB. HTB issued Mr M with a letter on 1 June 2023 confirming the investment, the interest rate payable and the interest to be paid over the term of the deposit. When the bond matured, the online system used by HTB showed an incorrect maturity value. Mr M gave his maturity instructions based on the value he saw online. Because of the incorrect maturity value, HTB were unable to comply with Mr M's maturity instructions and sought clarification.

Mr M raised a complaint, during the investigation of which, HTB sent Mr M a statement confirming the correct maturity value. Mr M also had to cover an overdraft which was created on his current account due to funds not having been received.

HTB in its final response accepted that there had been an error with the maturity value showing online and offered Mr M a payment for distress and inconvenience of £150 and interest at 8% simple from 18 November 2024 to 2 December 2024 on the maturity sum.

Mr M didn't accept HTB's offer, finally requesting £600 for distress and inconvenience and interest from the date the account matured (18 November 2024) to the date HTB's investigation and final response was issued (17 January 2025). He referred his complaint to the Financial Ombudsman Service where one of our investigators considered the case.

Our investigator concluded that the offer made by HTB was fair and reasonable. They said there was agreement that HTB had shown an incorrect maturity value but had confirmed the correct amount by sending a statement of account. They felt at that point Mr M should've been able to give his maturity instructions. The offer of £150 for distress and inconvenience was also felt to be reasonable – it was clear Mr M had been told incorrect information and had been inconvenienced by having to verify the correct information and arrange for an overdraft to be covered by other means. But they didn't think £600 was warranted.

Mr M disagreed with the investigator and considerable correspondence followed the issuing of the opinion. Mr M asked for his complaint to be considered by an ombudsman and 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 appreciate this will come as a disappointment to Mr M, but I don't intend to award anything more than HTB has already suggested.

I have carefully read all the submissions made by both HTB and Mr M and listened to the phone calls made and received. I think it worth pointing out, for the avoidance of doubt, what it is that I'm deciding and what issues I'm considering.

The Financial Ombudsman Service is an Alternative Dispute Resolution Service, that is to say we are an alternative to the courts. Our powers are derived from the Financial Services and Markets Act 2000 and our rules are contained within the Dispute Resolution Rules (DISP) set out by the Financial Conduct Authority. Our role is to resolve individual complaints with the minimum of formality having due regard to the law, best practice and applicable terms and conditions. We do not act as an advocate for either the consumer or the financial business but act impartially.

Mr M has, within his correspondence, asked several questions that he wants answers to. I can understand why he might want that information. But it is not the role of the Financial Ombudsman Service to gather information for the consumer. We assess what information it is that we require to reach a fair and reasonable answer. And that is what both the investigator and I have done. And so, I'm sorry but we won't be getting any further information for Mr M.

Mr M has also questioned the investigation HTB carried out. Since complaint handling is not a regulated activity, and I can only deal with complaints that are regulated activities, I will not be commenting on this aspect of Mr M's concerns.

It is not in dispute that HTB made a mistake, and it has acknowledged this. So, I do not need to make a finding on what went wrong. But what is in dispute is what compensation should be payable.

In the original confirmation of deposit, the maturity value of the bond which Mr M invested to was stated. Given that the interest rate was fixed for the duration of the bond, I think it is reasonable that Mr M should have had a clear idea of what the value of the bond would be at maturity. When the bond matured at a value much greater than that, I think it reasonable that Mr M would have questioned the value rather than accept what was showing and give his maturity instructions based on an incorrect figure. Mr M has alluded to the fact that HTB should honour the incorrect figure. To be clear, I could not award redress of an amount that would never have been payable. All I can do is to award something for a loss of expectation.

HTB has offered to pay interest at 8% simple from 18 November 2024 to 2 December 2024 – that is to say from when Mr M should've been able to give his maturity instructions to when the correct figure was clarified. Mr M says that he couldn't be sure the figure on the statement was right because HTB hadn't completed its investigation into his complaint. But when I look at the statement and the confirmation of deposit, the amounts are so close that I feel it is reasonable that Mr should have been content at that point what the maturity value of the bond was and so give his instructions for distribution of the funds. It therefore follows that I think the offer of interest for 14 days is reasonable. I've checked the figure suggested by HTB and find it to be correct.

Mr M has also mentioned he had to cover an overdraft on his current account. I accept this is something he had to do, and I've seen the evidence that the account was going to go overdrawn without arrangement. But Mr M mitigated the overdraft by paying in funds as I'd expect him to do. And so, I can't award any redress for what overdraft costs might have been.

Finally, Mr M says he would've used the maturing funds for mortgage purposes. He says the mortgage he holds is an offset mortgage that's to say one where savings held on a linked savings account are offset against the mortgage balance thus reducing the amount of interest payable on the mortgage. Mr M has said the mortgage he holds is charged at 1% above Bank of England Base rate and so in November/December 2024 the interest rate on the mortgage would have been 5.75%. Since HTB has offered 8%, I don't find that Mr M has suffered a detriment and after 2 December 2024, he would have been free to pay the maturity funds to a linked savings account if he wished to do so.

I accept that Mr M was inconvenienced by HTB's mistake and did experience a loss of expectation when he was presented with the wrong maturity value online. But I don't think Mr M's request for £600 compensation is justified. I think HTB clarified the correct maturity value within a reasonable time and gave Mr M the opportunity to tell it about any other costs he'd incurred. So, I find that £150 for distress and inconvenience is a fair and reasonable way to resolve this complaint.

Given all the above, I find that the offer made of £150 for distress and inconvenience and £247.78 for the loss of interest whilst the maturity value was being confirmed is reasonable.

### **Putting things right**

Given all the above, I find that the offer made of £150 for distress and inconvenience and £247.78 for the loss of interest whilst the maturity value was being confirmed is reasonable and this is the award I make.

### **My final decision**

Hampshire Bank Trust Plc has already made an offer to pay £397.78 to settle the complaint and I think this offer is fair in all the circumstances.

I therefore direct that Hampshire Trust Bank Plc should pay Mr M £397.78.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 9 April 2026.

Stephen Farmer  
**Ombudsman**