

## **complaint**

Mr T says Bank of Ireland (UK) Plc (trading as Post Office) delayed the transfer of his money after his bond matured.

## **background**

Mr T completed a maturity form and gave nominated account details to link to his bond. The form said that providing these details wasn't an instruction for the bank to automatically transfer the money at maturity.

On the maturity date Mr T called the Post Office as the money hadn't been transferred to his bank account as he was expecting. On that call the bank said its transfers always took one working day (but there was a two day backlog). However, it went on to explain that completion of the maturity form wasn't a transfer instruction, and as Mr T hadn't given any additional instructions (such as a letter) the transfer wasn't ready to go. The transfer was later set up on the same call.

Mr T complained saying the procedure wasn't clear. He asked for compensation for the interest he had lost due to the delay in getting his money (from a Friday to end of business on the following Tuesday). The bank refused saying it had managed the money on maturity in line with the terms of the account.

Our adjudicator didn't recommend the complaint should be upheld. He said the bank was correct and the bank's actions were in line with the terms of the account. He thought it was reasonable for the money to reach Mr T's nominated account on the Tuesday given that, as defined by the bank, Mr T's instructions weren't received until the previous Friday.

Mr T wasn't happy with this conclusion.

## **my provisional findings**

After considering all the evidence, I issued a provisional decision on 17 August 2015. This said, in summary:

- The bank hadn't breached the terms and conditions of the account and the maturity form stated it wasn't an instruction for an automated transfer.
- However, the bank's letter saying *"Further to your recent instruction we have set up your Nominated Account details as follows..."* was misleading and confusing.
- So I didn't think it was fair of the bank to rely on the terms when its communication about the maturity process wasn't clear.
- I didn't find enough evidence to agree that the bank's maturity communications clearly told a customer what they needed to do to ensure money was transferred out to a nominated account.
- I listened to the call from 30 January 2015 and was satisfied Mr T believed he'd complied with the bank's procedure to gain access to his money on that date.

- So I wasn't persuaded he should suffer a financial loss based on a misunderstanding of a poorly explained procedure.
- I thought a fair and reasonable settlement was for the Post Office to pay Mr T £50 compensation to cover both his loss of interest and the trouble and upset caused.

Mr T replied and was satisfied with the proposed settlement.

The Post Office asked where the phrase *"Further to your recent instruction we have set up your Nominated Account details as follows..."* was taken from. And re-iterated its argument that its terms were clear that Mr T would need to make a withdrawal request after maturity.

### **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

After the provisional decision was issued neither Mr T nor the Post Office provided any new information so based on the available evidence I can see no reason to change my conclusion in the provisional decision.

In response to the bank's query, the phrase was the opening sentence of its letter dated 15 January 2015 (code GEN 126). Our adjudicator has emailed this over to the bank for ease of reference.

### **my final decision**

My decision is that I uphold this complaint. Bank of Ireland (UK) Plc (trading as Post Office) must pay Mr T £50 compensation to cover both his loss of interest and the trouble and upset caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 9 November 2015.

Rebecca Connelley  
**ombudsman**