

## **The complaint**

Mrs B complains on behalf of the late Mr B that Leeds Building Society (“LBS”) didn’t provide clear information about when a grant of probate would be needed to access funds in an account.

## **What happened**

Mr B and Mrs B went to a branch of LBS to open an ISA for Mr B. She says that they told LBS that Mr B was unwell and they wanted to put money away that could be easily accessed by Mr B when he passed away. Mr B opened a Limited Issue 16 Month Fixed Rate ISA.

When Mr B sadly passed away, Mrs B wanted to access the money the late Mr B held in the account. LBS said that it would need to see a grant of probate before doing this, because of the amount of money held in the account.

Mrs B complained that this wasn’t made clear when they went to the branch and, if they had been made aware of LBS’s limits that required documentation like this – then they would have deposited a lower amount. Mrs B eventually obtained grant of probate and says that she only needed it for this particular account – so felt that LBS should pay the costs associated with getting this documentation.

LBS responded to say that it would have gone through the terms of the product when Mr and Mrs B came into branch and printed these off for them. LBS confirmed that while the terms explain what will happen to an account if a customer passes away, they don’t explain specific details about the limits that probate documents are needed for. That’s because LBS doesn’t know how much a customer will have invested into their account at that stage and it can’t cover every eventuality within its terms and conditions document.

Mrs B wasn’t happy with this response and brought her complaint on behalf of Mr B to this service where one of our investigators looked into it. They found that LBS’s position on the complaint was fair. They felt the terms explained what would happen if the account holder passed away and said that it was reasonable for LBS not to have provided the information Mrs B wanted in the way she expected, because LBS wouldn’t know exactly what applied to the account when it was opened because the amount held in it could change.

She also found that the information about this was available online, or could have been asked for. But they didn’t think that it’d be reasonable to expect LBS to have provided this information pro-actively to Mr and Mrs B at the time the account was opened. Mrs B disagreed on behalf of the late Mr B and so the complaint was 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 can see Mrs B’s point here. She thinks that LBS should have provided specific information that would have helped the late Mr B make an informed decision on how much money he

should have saved in this account with LBS to avoid obtaining a grant of probate. However, LBS has shown that this information was available – both online and on request. So the question is whether LBS should have done more to have brought it to the late Mr B's attention when the account was applied for.

I've considered what Mrs B has said, but I don't think that it'd be fair for LBS to have proactively provided the late Mr B with that information when the account was opened. That's because it looks like LBS provided Mr and Mrs B with the usual terms and information that it would give to a customer when they opened this account. This all confirmed how the account operated, including general information on what would happen if a customer passes away. That's what LBS would have provided for most customers in these circumstances.

Mrs B says that it should have done more for the late Mr B though, as it knew he was unwell. But providing details of discretionary limits around which LBS will, or won't, ask for probate documentation for in certain circumstances is a very specific expectation. LBS wasn't to know that the late Mr B wouldn't need a grant of probate except for this account if he passed away – that's something that was particular to him in his individual circumstances. Even if LBS was aware that the late Mr B was unwell as she says, I don't think it follows that this should have prompted LBS to tell him about its discretionary requirements for documentation on the event of his passing.

If the late Mr B or Mrs B wanted to clarify this very particular point with LBS then they were free to and from what LBS has said, it could have provided them with this information, or they could have found it online. But they didn't do that and as I haven't seen a reason that it should have provided this as a part of the account opening – I think LBS has acted fairly here

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask the estate of Mr B to accept or reject my decision before 9 April 2024.

James Staples  
**Ombudsman**