

The complaint

Mr E complains, on behalf of the estate of his late father (also Mr E), that National Savings & Investments (NS&I) has lacked sensitivity and effective procedures, and delayed sending details and payment of his late father's investments.

What happened

I set out the background and my provisional findings to the complaint in my provisional decision, and copied here.

'Following the death of his father, Mr E obtained probate on 3 March 2023. Mr E emailed NS&I on 3 April 2023 requesting a full breakdown and payment of the accounts, investment and premium bonds of his late father, into the dedicated Executor Account he had opened. He attached a copy of his grant of probate and NS&I's form by email.

NS&I responded to say it could not receive emails with attachments, and Mr E complained. Also in April 2023, Mr E made a data request for information from NS&I about his late parents' accounts. Mr E said that it took nearly a year of administrative delays for probate to be granted and following this NS&I's inability to deal with his late father's accounts cost tens of thousands in lost interest and unpaid premium bond wins. Mr E said he has incurred expenses and has been distressed by NS&I's poor service to the detriment of his health.

In its response on 26 April 2023, NS&I sent its condolences to Mr E for his loss. NS&I explained that premium bonds are only eligible for prizes to be claimed for 12 months from the death of the holder. NS&I said that interest will still be paid on the other investments up until date of payment. NS&I said it has to have legal documents sent to it by post.

Mr E didn't accept NS&I's timing out the premium bond wins as they were uncashed due to illness and no notifications following his parents' deaths. Mr E was dissatisfied with NS&I's response and referred his complaint to our service. Our investigator didn't recommend the complaint be upheld. He said Mr E hadn't sent NS&I's form as required and so it was reasonable for NS&I not to have paid his late father's investments.

A long period of chasing by Mr E followed, and he said NS&I failed to communicate with him effectively, with excessive administration and no sensitivity to his medical condition, and it had a non-existent approach to bereavement. NS&I emailed Mr E in May 2023 and repeated that he should complete its bereavement form and send this with his documents by post.

Mr E said even after he followed its online process, NS&I still created additional administration and delays. He said it made no payments for its delays, poor communications, or for discriminating against his disabilities/protected characteristics under the Equalities Act 2010.

The investigator tried to progress Mr E's request with NS&I but received the same response about its requirement for the documents to be sent by post. Mr E re-sent his documents to NS&I together with its form on 26 October 2023 and receipt was signed for by NS&I.

However, NS&I said the documents weren't clear enough, and Mr E re-sent them on 9 November 2023 as signed for. NS&I paid Mr E's late father's accounts in November 2023.

Mr E rejected the investigator's findings and requested an ombudsman review the complaint.

What I've provisionally decided – and why

I'm pleased that NS&I has now paid the accounts of Mr E's late father together with interest to Mr E in his role as estate executor. Mr E's complaint is that he received no assistance from NS&I for the preceding eight months. I have looked carefully at the communications between the parties to see if NS&I acted within the terms and conditions, and regulations that apply, and to see if it has treated Mr E fairly in his role as executor.

Mr E said that instead of helping him during a difficult period of his life, NS&I created unreasonable barriers with extremely slow or non-existent communications, no flexibility and no help or guidance whatsoever.

Mr E sent the legal documents concerning his late father by email to NS&I in April 2023 and on other occasions by email. I can see that Mr E insisted on communicating by email which NS&I does not accept in terms of document and complaint transmission. NS&I said that its process won't accept legal documents sent electronically.

Although Mr E wanted to communicate this way, I think he ought to have realised from the first day of his contact with NS&I that it wasn't going to accept his documents via email. NS&I repeated this to him over the next few months.

I can understand NS&I's caution about this as email is less secure than other methods of transmission and its policy is not to open attachments as these may contain malware or viruses. NS&I is entitled to set its internal procedures concerning email communications and the evidence it requires concerning the death of its customer, and this isn't a breach of the regulations as Mr E has suggested.

I was sorry to learn from Mr E that he is medically unable to post things. In that situation I would hope that someone could post items for him. Mr E said that NS&I had discriminated against his disability, and he wants redress for the significant injury to his mental health. NS&I said Mr E didn't mention that he is vulnerable, and it didn't accept that it was discriminating against people unable to use the post or telephone. NS&I said it will make reasonable adjustments to anyone who it is aware is vulnerable.

From what I have seen, NS&I has treated Mr E in common with other consumers in similar circumstances and so I don't think it has discriminated against him. Having said this, there were some communications from NS&I that appeared to be unhelpful to Mr E in that they referred him to other NS&I departments or ourselves. And once Mr E had made NS&I aware of his medical condition I think NS&I could have taken greater ownership of the situation. However, I don't think these service issues impacted on the timescale in any significant way as the delay was due to Mr E's difficulty in sending his documents to NS&I as required.

Mr E re-sent his documents to NS&I together with its form by post for the first time on 26 October 2023, but NS&I said the photocopies were of very poor quality and had to be rejected. Mr E then used a solicitor to authenticate the documents and sent them by recorded delivery. They were signed for as received by NS&I on 9 November 2023 and payment was made to Mr E that month. I think if Mr E had followed this approach in April the months of frustratingly little progress could have been avoided. NS&I says it paid interest on Mr E's late father's investments to date of payment.

Mr E didn't accept NS&I's timing out of the premium bond wins as they were uncashed due to terminal illness and no notifications following his parents' deaths. I understand this applies to his mother's premium bonds whereas this complaint concerns his late father's estate. In any event, NS&I is entitled to put in place a policy for the payment of prizes under which it can administer premium bonds.

As the investigator has said, the rules that govern our service do not permit us to award compensation for the distress that may be suffered by an executor of an estate. This is because the executor is representing the estate of the deceased (as the person authorised in law to do so), rather than themselves in the complaint. The deceased consumer would have been the eligible complainant, who had the required relationship with the business – and we can only make awards to eligible complainants. So, it follows that we can't compensate Mr E for any impact incurred by him personally, when representing his late father's estate.

NS&I apologised for the delayed response to Mr E's request for data. NS&I said it can register a separate complaint regarding Mr E's request if he wishes. Mr E may be aware that a subject access request under The Data Protection Act 2018 and the UK GDPR only relates to a living individual, rather than a deceased individual.'

My provisional decision and the parties' responses

I provisionally decided not to uphold this complaint. Mr E did not accept this saying we are determined to side with NS&I. He said it was highly patronising and untrue that he had not understood NS&I's needs. He said the provisional decision supports NS&I's unreasonable behaviours and procedures as being the same service that it provides to its other customers. He said this ignores the detailed evidence he has provided showing news reports of significant dissatisfaction of other customers who were compensated under similar circumstances.

Mr E said he'd posted all documents at the onset in March 2023 but was unable to prove this. He said the provisional decision ignores his deteriorating disabilities which prohibited him using the post. It acknowledged NS&I should have adapted to his needs, but doesn't then remedy. And he said it ignores NS&I's deliberate delays over his clear photocopies.

Mr E said other businesses' communications are resolved by email, but NS&I failed the rules on 'Treating Customers Fairly' by its unreasonable barriers and no adaptations. He said the provisional decision acknowledges shortcomings yet ignores the significant delays and false hope of progress from NS&I and our service. He said our service isn't entitled or qualified to state that the Equalities Act 2010 doesn't apply. He said NS&I and/or our service must compensate him.

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.

In his response to my provisional decision Mr E said there had been no mention of our service's culpability concerning delays and his subject access request to us for which an apology was insufficient. Mr E's complaint about our service has been dealt with separately and so I haven't addressed that here.

I'm grateful to Mr E for his further reflections about his dealings with NS&I, though I haven't found very much new in what he has said, and so I have confined myself to responding to the points he has made recently.

Mr E said he posted all required documents to NS&I in March 2023, via a relative, after he obtained probate, but said he can't prove this. I sympathise with him for this not having had the desired effect. His emails to NS&I make no reference to the posted documents and nor does his complaint form to our service. NS&I's records don't show these were received and so, it wouldn't be fair for me to hold NS&I responsible for not responding to Mr E's posted documents. Much of Mr E's complaint I take to be NS&I's unresponsiveness to his emails, in particular his father's death certificate and his grant of probate that he attached to his emails.

NS&I explained to Mr E that it could not receive emails with attachments as its process won't accept legal documents sent electronically. I can see that Mr E wanted to communicate by email, but I remain of the view that it was reasonable for NS&I not to accept his documents via email and this isn't a breach of the regulations. NS&I repeated this to Mr E over the next few months.

Mr E says my provisional decision ignores his deteriorating disabilities which prohibited his using the post. And although I acknowledged that NS&I should have adapted to his needs, I haven't offered a remedy. I take this to mean that I haven't proposed compensation be awarded. I have explained that the rules that govern our service do not permit us to award compensation for the distress that may be suffered by an executor of an estate. In any event, I don't think it would be fair to award Mr E compensation as overall I think that NS&I has treated him as we would expect in the circumstances.

Mr E mentioned NS&I's delay over the photocopied documents he sent. I don't think NS&I made deliberate delays over these – I've seen pictures of the photocopies and they are faint and unclear. Mr E said he always had to chase NS&I. I can see he had to pursue the issues he was trying to resolve. But without sending NS&I the documents by post this wasn't going to work. And when Mr E did eventually comply with NS&I's process, the accounts were repaid to him promptly.

Despite minor shortcomings in NS&I's communications that I referred to in my provisional decision, I haven't seen anything to change my view that NS&I treated Mr E in common with other consumers in similar circumstances and so I don't think it has discriminated against him. And I don't think NS&I caused any significant delay as this was due to Mr E's difficulty in sending his documents to NS&I as required. I'm pleased that NS&I paid interest on Mr E's late father's investments to the date of its payment to Mr E and so there is no loss on the accounts.

Mr E said our service isn't entitled or qualified to have stated that the Equalities Act 2010 doesn't apply. I haven't said this, and I think a ruling under the Act should be made by a court rather than myself. Our role is to determine if a business has treated a consumer fairly and reasonably and having thought about this again I remain of the view that NS&I has treated Mr E fairly and reasonably in its handling of the release of the accounts.

I've seen the mainstream media reports about NS&I to which Mr E has referred but I have to consider the circumstances of his particular complaint, not the wider media reflection about the respondent. Having done so, I remain of the view that he has been treated by NS&I in accordance with its guidelines and fairly and so I cannot uphold his complaint.

My final decision

For the reasons given here and in my provisional decision, it is my final decision that the complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask the estate of Mr E to accept or reject my decision before 6 March 2024.

Andrew Fraser
Ombudsman