

The complaint

Mr R complains that he was given wrong information by National Westminster Bank PLC trading as Ulster Bank (UB) about when interest was payable on his savings account. He also complained about the service provided by UB during his calls with it.

What happened

On 2 January 2024 Mr R contacted UB concerning the interest payable on his savings account. He says he was assured by the person he spoke to that he should have been paid the interest on 2 January, but did not receive it until 3 January. He said the adviser told him that they were going to check the position but never called him back. He was also unhappy that he was promised call backs by other advisers and that he tried to call multiple times but he was cut off. He further said that he had set up his account to receive electronic statements but he received a paper one which was delivered to a neighbour in error. After receiving a final response from UB concerning those complaints later in January he made 6 calls to UB, as he had no extension number he had to wait a long time to be put through to an adviser. He says the call was dis-connected. He further said that when he asked to speak to a Complaint Handler, the colleague refused to speak to him and ended the call.

UB responded in two final response letters. As regards the interest payable, it said that it had not made an error as the interest is paid annually and credited to his account as of 2 January. It will be available the following day. It apologised for his not receiving a call-back after the difficulties he had had trying to call and paid him £50 compensation. In respect of his difficulty making further calls later in January it paid him a further £60 compensation.

Mr R made a complaint to the Financial Ombudsman Service. He said he had also been told that he would receive interest on the anniversary of opening the account but never received that.

Our Investigator ultimately found that UB had failed to provide a definitive explanation as to the date the interest is calculated, when it is paid and when the interest is paid into Mr R's account and available to him or why there is a variation between the explanations available on UB's website. He said that UB should pay a further £100 compensation and provide a full explanation concerning when interest is paid on the account.

UB accepted the proposed payment of further compensation, but didn't think that any further explanation was necessary concerning payment of interest on the saver account.

Mr R remained unhappy that he hadn't been given the right information about interest and that UB didn't have any record of the calls that he made on 2 January. He said he had called UB again and been told by the adviser that there was a second system for recording inbound calls and that they could see the calls made to UB on 2 January 2024.

UB said there are two systems for storing calls. One of them however is for storing older calls, which pre-dates the calls in question. It said its front line telephony staff do not have access to the call storing systems so wouldn't be able to say the call was there.

The matter has been passed to me for an Ombudsman's consideration

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.

The Financial Ombudsman Service is an informal alternative dispute resolution service. Given that, my role is to decide what is fair and reasonable given the circumstances of this complaint, rather than to address every single point that has been made. And for that reason, I am only going to refer to what I think are the most important points. But I confirm I have read all of the submissions from both sides and considered the information supplied in phone calls between Mr R and our Investigator and have taken them into account in this decision.

Firstly the question of the interest payments. According to the statement for Mr R's savings account, interest was paid on 2 January 2024. In the terms and conditions of the loyalty saver account it says that "*Interest is paid annually and at account closure. You'll be able to see and access the interest in your account on the following day.*" This appears to be what happened here. Although I agree that it doesn't specify the date that interest will be credited to the account which appears to be the first working day of January. That information does appear in a more general note on the website about personal accounts: "*Interest paid annually on the first business day in January.*"

I agree that the note on the website doesn't say when the interest will be available to the customer - the two have to be read together. And it would have been more helpful if the information about when the interest is paid were to appear in the terms and conditions of the loyalty saver account. Although I've seen no evidence that Mr R suffered financially by the interest not being available until 3 January, it does appear that he was given conflicting information by UB.

So I don't think that UB made any error concerning the payment of annual interest. In Mr R's case his interest was calculated up to 29 December 2023, 30 and 31 December being a Saturday and Sunday.

With regard to Mr R's point that he was told he would also receive interest on the anniversary of the account, as the calls aren't available I can't say whether or not he was told this or misunderstood. I think this falls into the general issue about UB's call recordings and its logging of calls.

There is in fact no regulatory requirement that telephone calls have to be recorded, only that if they are they should be made available to the customer. So there is nothing wrong in UB saying that "*calls may be recorded*" (my italics). In Mr R's case he has confirmed to us and produced evidence of a number of calls he made to UB on 2 January 2024. Not only were these not recorded but according to UB's log there's no record of them nor any notes. Mr R says he didn't call on 22 January yet there is a call log of several calls on that day (but no notes).

And it does appear again that conflicting information has been given to Mr R about the record of those calls as opposed to that given to our Investigator. Ultimately I have to accept that UB hasn't kept a record of any of the calls on 2 January and that the recordings aren't available. I understand that when Mr R spoke recently to an adviser at UB he was told that it had two call recording systems. As I understand it, one of them is for storing the older calls which predates the calls in question. Mr R has made complaints about matters that have happened after the date of the final response letter of 30 January. As UB hasn't consented

to us looking at such matters, he will need to log a further complaint with UB if he wants it to consider them.

As regards statements, I believe Mr R selected receiving electronic ones so he shouldn't have received one in the post. Nevertheless I don't think UB is to blame if the letter was misdelivered by the Royal Mail.

Ultimately Mr R's query about the interest payment can, I think, be answered as follows: the interest is paid annually on the first working day of January (2 January, unless it falls at the weekend). It will be available for the customer on the next day. No interest is paid on this particular account at any other time, except when the account is closed.

Turning to compensation, I can't make UB change its system or to produce call recordings which it insists it doesn't have. UB says that £50 was provided as Mr R was unhappy that his call disconnected and didn't receive a call back. £60 was provided as UB accepted Mr R's statement that he was told by a staff member that the interest query would be investigated and that they would get back to him but they never called back. In fact Mr R says he was told by three different advisers he would get a call back, which he never received. I have no reason to doubt what he says. But I think that overall the compensation that UB paid for those issues is appropriate.

Our Investigator proposed that UB pay a further £100. I think that is fair in light of the conflicting information given to Mr R by UB's advisers and UB's failure to log his calls properly which I think has caused Mr R a lot of frustration and inconvenience.

Putting things right

UB should pay Mr R a further £100 compensation. For the avoidance of doubt this is in addition to that already paid.

My final decision

I uphold the complaint in part and require National Westminster Bank Plc trading as Ulster Bank to provide the remedy set out under "Putting things right" above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 31 July 2024.

Ray Lawley
Ombudsman