

The complaint

Ms L complains that Shawbrook Bank Limited didn't fairly notify her that her Individual Savings Account (ISA) was due to mature.

What happened

In summary, Ms L held a 1 Year Fixed Rate Cash ISA with Shawbrook. It was due to mature on 21 December 2023. Shawbrook notified Ms L about the maturity date and requested her maturity instructions via email.

Ms L says she lost out on a reinvestment opportunity as she didn't see the emails and missed the maturity date. She says that Shawbrook hasn't met the regulations in place about maturing ISAs as she wasn't offered a preferred method of communication and that a sole email notification is not a durable and effective medium. So, she complained.

Shawbrook didn't uphold Ms L's complaint as it didn't think it had done anything wrong or treated Ms L unfairly. It said it was an on-line bank and it communicates with customers via paperless methods such as email. And that maturity reminders were sent to Ms L via email on 1 and 16 December 2023.

Unhappy with the outcome Ms L referred her complaint to this service and one of our investigators looked into it. But she didn't think Shawbrook had done anything wrong. She acknowledged that Ms L would have preferred Shawbrook to use a different kind of communication method, but she thought Shawbrook had done enough by sending emails to Ms L.

Ms L made further representations which didn't alter the outcome the investigator had reached. Ms L subsequently said she had specifically asked Shawbrook to communicate with her via the post.

The investigator made further enquires with Shawbrook. In response it said it was unable to locate any information to support that a request for postal communication had been made. It added that Ms L had held e-save products with it since 2018 and it provided evidence that these accounts had all been operated electronically. So, the investigator didn't alter the original outcome she had reached.

Ms L didn't agree so the complaint has 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.

Having done so, I've reached the same outcome as our investigator. I can see Ms L feels very strongly about this matter, so I know she'll be disappointed. So, I'll explain why. ISA providers are required to notify account holders in advance of the maturity date.

Shawbrook has provided evidence it sent emails to Ms L in the weeks leading up to her fixed rate ISA's term coming to an end. It doesn't appear to be in dispute that Shawbrook sent these emails. Rather Ms L didn't see them. So, I'm satisfied they were sent.

The crux of Ms L's complaint is that she thinks Shawbrook should have sent notice of the ISA's maturity through the post – or by text. She says Shawbrook has broken the regulations as a sole email isn't a durable medium.

I've thought about this carefully. The Banking Conduct of Business Sourcebook (BCOBS) says a business is required to provide notice '*on paper or in another durable medium*'. I note Ms L has said that email is not a durable medium. But I disagree. The regulations go on to set out what constitutes a durable medium. And I'm satisfied that email is on the list provided in the rules. More information can be found here:

<https://www.fca.org.uk/firms/durable-medium>

Ms L has referred to specific sections of Shawbrook's terms and conditions noting that they say '*We may contact you by post, telephone, email, Secure Message, mobile phone, text message and/or any other messaging service using the latest address, telephone number, email address or other contact information you have given us*'.

But I don't find this means that Shawbrook was required to use a particular communication, more than one method or all communication methods. Rather, I'm satisfied the terms and conditions allow Shawbrook to communicate using any of the communication methods listed. And, in this case, it used email. Overall, I don't find that Shawbrook did anything wrong when it reminded Ms L of her ISA maturity date by email.

Ms L has said she asked Shawbrook to use postal communication only. Shawbrook says it has no evidence of this. In circumstances like this - where the information I've got is contradictory, I must base my decision on the balance of probabilities. That is, what I think most likely happened based on the evidence that is available.

In this regard, Shawbrook has provided evidence that when the account was opened Ms L confirmed her contact details to be an email address. It has also provided evidence that Ms L opened and managed all her e-save accounts on-line and that it has communicated with her in the same way. So, if Ms L had made a request for postal communication only, I would have expected her to query this with Shawbrook when she continued to receive email or other electronic communication. But I haven't seen enough evidence to persuade me that she did. On balance, I'm not persuaded that Ms L specifically asked Shawbrook to contact her by post only.

Ms L has also mentioned that Shawbrook has not – until now, referred to itself as an on-line bank. But I don't find this has any bearing on the outcome of the crux of this complaint. I think Shawbrook was intending to explain it doesn't have the same high street presence as other banks do and, as such, its business is conducted largely online.

Overall, I'm satisfied that email communication is a durable medium and Shawbrook's terms and conditions allow it to use email when communicating with account holders. I acknowledge that Ms L will be disappointed as it seems she didn't see the emails in time, and she's told us she lost an opportunity to invest. But I don't find that Shawbrook has done anything wrong or treated Ms L unfairly. So, I won't be telling it to take any further action in request of this complaint.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms L to accept or reject my decision before 11 September 2024.

Sandra Greene
Ombudsman