

The complaint

Mrs S is unhappy with several aspects of the service she's received from Cynergy Bank Limited surrounding her ISA.

What happened

Mrs S held a fixed-rate ISA with Cynergy that was due to mature in April 2023. In November 2022, several months before the ISA was due to mature, Mrs S spoke with Cynergy and asked about the interest rate the ISA benefited from. Cynergy confirmed that the ISA benefited from a 1.4% interest rate, and Mrs S then explained that she was aware of better rates of interest available on other ISA products and that she was considering switching.

In response, Cynergy's agent advised Mrs S of the interest rates on Cynergy's current ISA products and explained that if Mrs S were to switch to another ISA she would be subject to an early withdrawal penalty on her present ISA equivalent to 180-days of interest. Mrs S wasn't happy as she felt that Cynergy hadn't told her about their 'loyalty' ISA rates which she felt she should be benefiting from, and she also wasn't happy that when she tried to switch to a new ISA online, she was unable to. So, she raised a complaint.

Cynergy responded to Mrs S and explained that they didn't feel they'd acted unfairly regarding how they'd administered Mrs S's ISA and confirmed that the ISA had benefited from their 'loyalty' interest rates. Mrs S wasn't satisfied with Cynergy's response, so she referred her complaint to this service.

One of our investigators looked at this complaint. But they didn't feel that Cynergy were under any obligation to proactively inform ISA account holders of higher-interest-accruing products and felt that it was for Mrs S to have monitored her ISA and the alternative ISAs that were available to her. Additionally, our investigator also didn't feel that there was compelling evidence to suggest that Cynergy had done anything to cause Mrs S to be unable to switch her ISA online as she believed had been the case. Mrs S remained dissatisfied, so the matter was escalated to an ombudsman for a final decision.

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.

Mrs S felt that Cynergy hadn't informed her of more beneficial 'loyalty' rates of interest that they offered to eligible account holders. But Cynergy have demonstrated that Mrs S's ISA did benefit from their 'loyalty' interest rate – which was 1.4% rather than their standard interest rate for that product of 1.3% - and so I'm satisfied that there's no corrective action required of Cynergy in this regard.

Mrs S is also unhappy that Cynergy didn't proactively contact her and inform her that they were offering new ISA products with more beneficial rates of interest than the fixed-rate ISA she presently held. However, I don't feel that there was any fair or reasonable compulsion on Cynergy to have proactively contacted Mrs S – or any of their account holders – in the

manner that Mrs S suggests here.

I take this position because Cynergy offer a non-advice service. This means that any decisions on whether to switch to a different ISA were Mrs S's to have made. And I feel it was incumbent on Mrs S – as the ISA account holder – to have monitored the alternative products that were available to her if she was unhappy with the interest rate she was receiving on her existing ISA. And I note that Cynergy kept up-to-date information about ISA rates on their website and mobile app, which I feel fairly satisfies their obligation to have made information about their products available to Mrs S or any other interested parties.

Finally, Mrs S is unhappy that when she tried to switch to a different ISA using Cynergy's online platform, she was unable to do so. And Mrs S contends that this led to her choosing to not switch to an ISA that paid a more beneficial rate, and that she lost out on potential interest accrual as a result.

Cynergy don't agree with Mrs S's position in this regard. They note that it was explained to Mrs S by their agent how she could apply to switch her ISA online. And they also note that their agent told Mrs S when their helpline would be open so that Mrs S could contact them for assistance with an ISA switch if she was having difficulty. Finally, Cynergy note that they have no record of any failed ISA switch attempts on their systems, and only one record of a phone call where Mrs S passed the telephone to her husband who then mentioned that they were having difficulty switching Mrs S's ISA but who didn't try to actively resolve the problem with Cynergy's agent. And because of this, Cynergy don't feel that they should be held accountable for potential loss of interest as Mrs S would like.

Where the positions of a complainant and a respondent business sit in contradiction with each other – as is the case in this instance – I must decide which of the two version of events put forwards I feel is most likely to have happened, on balance, and in consideration of all the information and evidence available to me.

In this instance, I find the version of events put forwards by Cynergy to be more persuasive. This is because, if Mrs S was struggling to transfer his ISA, then I would expect there to be some evidence of this, such as the failed transfer attempts showing on Cynergy's records or logs of calls that Mrs S made to Cynergy asking for their help. But there is very little evidence of this.

Indeed, the only record Cynergy have of Mrs S wanting to transfer her ISA is a call at the end of November 2022, when Cynergy's agent spoke with Mrs S and her husband and tried to understand the issue Mrs S was experiencing but couldn't identify the nature of the problem. And I feel the fact that Cynergy's agent couldn't identify why Mrs S was having a problem suggests that the problem might not have been because of any error or malfunction on Cynergy's part but could have been some other type of issue – such as an input error or connectivity issue, for example – which I wouldn't consider holding Cynergy responsible for.

Mrs S disputes the accuracy of Cynergy's records and says she made several calls to Cynergy about not being able to switch her ISA. But Cynergy have no record of these calls. And despite being invited to provide further information about these calls – such as itemised call records or dates and times of when the calls took place – Mrs S hasn't done so.

This isn't to say that Mrs S didn't experience an issue when trying to switch her ISA online. But it is to say that I'm not persuaded that the issue was anything that Cynergy should fairly be held accountable for, or that Mrs S attempted to contact Cynergy for assistance in resolving the issue as I would reasonably have expected her to have done.

All of which means that I don't feel that Cynergy have done anything wrong or acted unfairly

here as Mrs S contends. And it follows from this that I won't be upholding this complaint or instructing Cynergy to take any further or alternative action.

Ultimately, this is because I feel that the responsibility for understanding the nature of her ISA, and her options regarding it, rested with Mrs S. And I don't feel that Cynergy acted unfairly regarding how they administered Mrs S's ISA or regarding how they answered Mrs S's questions about it. Finally, I don't feel that there is persuasive evidence to suggest that Cynergy should fairly be considered responsible for whatever issue Mrs S encountered when she tried to switch her ISA on Cynergy's online platform.

I realise this won't be the outcome Mrs S was wanting. But I hope she'll understand, given what I've explained, why I've made the final decision that I have.

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 Mrs S to accept or reject my decision before 13 February 2024.

Paul Cooper
Ombudsman