

## **The complaint**

Ms E complains about Nationwide Building Society, formerly Aegon, referred to as *“the business”*.

She’s unhappy about the loss in value of her cash ISA following the transfer from her Stocks and Shares ISA, and believes the business is responsible for this.

To put things right, she’d like compensation for the losses claimed.

## **What happened**

One of our investigators considered the complaint but didn’t think it should be upheld. In summary, she said:

- The business isn’t responsible for the loss in value of the ISA which can happen during a transfer owing to external factors.
- In this instance Ms E decided to sell down her investments and transfer to cash due to market volatility, and there’s likely to have been market movement that resulted in the drop in value.
- The transfer request was made on 25 August 2022 and completed by 14 September 2022. It was completed within 30 days as per HMRC guidelines, so the business hasn’t caused a delay in the transfer.
- She’s seen nothing to suggest that the business made any errors, or in any way was responsible for the drop in value of Ms E’s cash ISA.
- Since the business hasn’t made a mistake, resulting in financial loss, she can’t say that the business is responsible for any losses claimed.

Ms E disagreed with the investigator’s view and asked for an ombudsman’s decision. She says she was told lies by staff dealing with her ISA, and that she wasn’t told that the process would take three weeks.

As no agreement has been reached, the matter has been passed to me for review.

## **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 agree with the investigator’s conclusion for much the same reasons. I’m not going to uphold this complaint.

On the face of the evidence, and on balance, despite what Ms E says, I can’t safely say that the business behaved unreasonably, therefore, I can’t blame the business for any financial loss she may have suffered.

Before I explain further why this is the case, I think it’s important for me to note I very much recognise Ms E’s strength of feeling about this matter. She has provided submissions to

support the complaint, which I've read and considered carefully. However, I hope she won't take the fact my findings focus on what I consider to be the central issues, and not in as much detail, as a discourtesy.

The purpose of my decision isn't to address every single point raised under a separate subject heading, it's not what I'm required to do in order to reach a decision in this case. My role is to consider the evidence presented by her and the business, and reach what I think is an independent, fair and reasonable decision based on the facts of the case.

In deciding what's fair and reasonable, I must consider the relevant law, regulation and best industry practice, but unlike a court or tribunal I'm not bound by this. It's for me to decide, based on the information I've been given, what's more likely than not to have happened.

In this instance, I don't uphold the complaint, in brief, for the following reasons:

- The business isn't responsible for any financial loss that might've occurred when this results from delays caused by matters that are outside of the business's control and the business hasn't done anything wrong - which I believe is the case here.
- I think it's likely that Ms E informed her IFA at some point between 20 and 23 August 2022 that she wanted to cancel her investment. She, like her husband, who has a separate but similar complaint, was probably worried about volatility.
- On 25 August 2022 the business was notified of her intentions, and an application was made for the cash ISA. At the time her ISA was valued at £121,527.83 but I've seen no evidence that she was guaranteed that's what she'd receive upon completion of the transfer.
- Given her concerns about volatility, it's likely that a decision was made by her to sell down her investments, in consultation with her IFA. In any case, the transfer was done as per her instructions – at a time when the markets happened to be volatile – and without any advice from the business.
- In any case, I note it was agreed that the ISA transfer would be best done at branch, so that she could open a cash ISA and transfer her existing ISA. Despite what Ms E says, I'm not persuaded that she was told, or led to believe, that the cash ISA would be set up and the transfer would complete there and then. On balance, I think it's likely she misunderstood what might happen and the time it was likely to take.
- I note on 6 September 2022, the business sold the investment for £118,751.67, and the cash was received into the ISA on 12 September 2022. I don't think the timeline leading to this was unreasonable. I'm aware that there are matters within this process that are beyond the control of the business.
- I note the money (with interest) was transferred to the business the next day (on 13 September 2022) and then transferred to Ms E's ISA the very next day (on 14 September 2023), in line with the business's undertaking to include interest from the date the application was received.
- I appreciate Ms E is unhappy about the value of her cash ISA – compared to the value of her ISA prior to being transferred to cash. But despite what she says, there was no guarantee that she would get a specific sum, or the same value quoted earlier, once the transfer was complete.
- The value of the investment is dependent on the financial markets and not something that the business can predict or control. It's likely that the business notified her of the value of the ISA when the instructions were received, and she assumed that's what she'd get upon completion. I'm mindful the business strongly denies that Ms E would've been guaranteed a fixed value.
- I'm mindful that the guidance allows that a transfer can generally take up to 30 days, and the value of the investment can fluctuate during this period. It's also possible that it can take longer, but if it does this doesn't mean that the business is automatically at

fault.

- In other words, there were some delays in this case, but I can't safely say that there was any wrongdoing by the business, therefore I can't say that the business is responsible for any losses claimed.
- It's possible that Ms E wasn't told the process could take a set number of days, but I think it's unlikely this was the case and/or that she was told the transfer would be instant – I've seen correspondence that would suggest it could take 15 days and if it didn't the business would still pay interest from the day the request was made. So, in the absence of evidence to the contrary, I can't safely say that the business gave Ms E incorrect information.
- On balance, I think it's unlikely given that she and /or her husband were speaking to the business and had an IFA working on her/their behalf, that she thought the transfer would be immediate.
- Despite what Ms E says, on the face of the evidence, and on balance, I think the transfer was completed within a reasonable amount of time.
- Like the investigator, I also can't see that the business has done anything wrong. Therefore, I don't think it's responsible for any losses Ms E may have sustained.

I appreciate Ms E will be thoroughly unhappy that I've reached the same conclusion as the investigator. Furthermore, I realise my decision isn't what she wants to hear. Whilst I appreciate her frustration, I'm not persuaded to require the business to do anything. In other words, on the face of the available evidence, and on balance, I'm unable to uphold this complaint and give her what she wants.

### **My final decision**

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms E to accept or reject my decision before 17 October 2023.

Dara Islam  
**Ombudsman**