

## **The complaint**

Mr S is unhappy that an ISA transfer he requested from another provider to Yorkshire Building Society ("YBS") went missing for several weeks.

## **What happened**

To briefly summarise: Mr S instructed an ISA transfer to YBS from another provider. But, while Mr S received confirmation from the other provider that the money had been transferred from his old ISA account, it wasn't received into his new ISA account opened with YBS. It later transpired that the money had been received by a third-party clearing bank, appointed by YBS, who hadn't then transferred the money on to YBS so that the transfer could be completed. Mr S wasn't happy about this, so he raised a complaint.

YBS apologised for what had happened and made a payment of £1,088.39 to Mr S because of his not having access to his money for approximately six weeks. And YBS paid a further £500.35 to Mr S for the trouble and upset he'd incurred while trying to resolve the issue. Mr S wasn't satisfied with YBS's response, so he referred his complaint to this service.

One of our investigators looked at this complaint. But they felt the response that YBS had issued to Mr S's complaint, including the payments referred to above, already represented a fair resolution to what had happened. Mr 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.

Having done so, I'd like to begin by confirming that this service isn't a regulatory body or a Court of Law and doesn't operate as such. Instead, this service is an informal, impartial dispute resolution service. And while we do take relevant law and regulation into account when arriving at our decisions, our remit is focussed on determining whether we feel a fair or unfair outcome has occurred – from an impartial perspective, after taking all the factors and circumstances of a complaint into consideration.

I also note that Mr S has provided several detailed submissions to this service regarding his complaint. I'd like to thank Mr S for these submissions, and I hope he doesn't consider it a discourtesy that I won't be responding in similar detail here. Instead, I've focussed on what I consider to be the key aspects of this complaint, in line with this service's role as an informal dispute resolution service.

This means that if Mr S notes that I haven't addressed a specific point he's raised, it shouldn't be taken from this that I haven't considered that point – I can confirm that I've read and considered all the submissions provided by both Mr S and YBS. Rather, it should be taken that I have considered that point but that I don't feel it necessary to address it directly in this letter to arrive at what I consider to be a fair resolution to this complaint.

YBS have accepted that the ISA transfer didn't progress as it should have, and that Mr S didn't receive the standard of service he was entitled to expect surrounding the transfer.

When a business accepts that it made a mistake – as YBS have here – it would generally be expected by this service that the business would take the action necessary to return the complainant to the position they should be in – as much as reasonably possible – had the mistake never occurred. And it would also be generally expected that the business would fairly compensate the complainant for any trouble and upset the mistake may have caused.

Having considered YBS's response to Mr S's complaint, I feel that they've done that here.

Notably, the transferred money was eventually recalled by the other provider, before YBS were able to complete their investigation into what had taken place and before YBS took the necessary action themselves to resolve the situation.

But given that Mr S had no access to his money for several weeks here because of the actions of the clearing bank appointed by YBS, it seems fair and reasonable to me that YBS should provide recompense to Mr S for his not having access to his money during that time. And I feel the £1,088.39 YBS have paid to Mr S does provide fair recompense in this regard.

I also feel the £500.35 that YBS have paid to Mr S regarding his call costs, mileage costs, and for the upset and trouble he incurred because of what happened, already represents fair compensation for those points. And while I accept that matters of compensation can be subjective and that Mr S may feel that a higher compensation amount is merited here, I can confirm that this amount is commensurate with what I might have instructed YBS to pay to Mr S for the inconvenience and worry he encountered, had they not already done so.

In taking this position I've considered the impact of what happened on Mr S, as he'd described it, as well as the general framework which this service uses when considering compensation amounts for trouble and upset – details of which are on this service's website. And, having done so, I feel that £500.35 is a fair amount.

YBS have also apologised to Mr S for assuming that, once the money was returned to the other provider, he would still want to transfer his ISA balance to YBS and to have initiated a new ISA transfer request without his instruction or confirmation.

I can appreciate how this would have been upsetting for Mr S. But I feel that this second request was initiated by YBS's complaint handler in an attempt to assist Mr S and with his best interests in mind. And I also note that this second transferred amount was returned to the other provider as if the second ISA transfer had never taken place. And as such, I feel that the apology issued by YBS to Mr S for initiating the second transfer without his confirmation already represents a fair outcome to this aspect of Mr S's complaint.

Finally, I'm aware that YBS have issued a further offer of £25 compensation to Mr S in regard to his dissatisfaction with how they handled his complaint. However, how a business handles a complaint isn't a regulated financial matter and so therefore isn't within the scope of what this service can consider. As such, I'm unable to comment on this point further.

All of which means that I feel that the response YBS issued to Mr S's complaint already represents a fair resolution to what happened here. And it follows from this that I won't be upholding this complaint or instructing YBS to take any further action.

I realise this might not be the outcome Mr S was wanting, but I hope he'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 Mr S to accept or reject my decision before 4 September 2023.

Paul Cooper  
**Ombudsman**