

## **The complaint**

Ms J complains that Charter Court Financial Services Limited trading as Charter Savings Bank did not facilitate her Individual Savings Account (ISA) transfer from another provider to them due to system issues.

## **What happened**

Ms J says that she applied to transfer her ISA with a third party company to Charter on 21 November 2023 using the Charter website. She says when she provided details of her existing ISA provider, she was not prompted to print the transfer in form. She says she received an online confirmation instead that her online application had been successful, then she received an email confirmation from Charter of her new ISA details.

Ms J says she waited 15 working days and logged into her Charter online account, but her balance was showing nil, so she checked her third party ISA provider's online account, and this showed the funds were still in that account, so she contacted Charter who told her to check with her ISA provider. Ms J did this and was told by her ISA provider they had not received a transfer request from Charter.

Ms J says she rang Charter, and they told her that her ISA provider doesn't use an Electronic ISA (EISA) transfer system that she would have been prompted to print the transfer form when completing her application, and this would've needed to be sent to them in the post, but Ms J says at no point did the system prompt her to print the ISA transfer form during her application. Ms J made a complaint to Charter.

Charter did not uphold Ms J's complaint, but they agreed to backdate the interest from business day 16 from when she made the transfer attempt on 21 November 2023. They said her account activity and her application indicates she was prompted to print an ISA transfer form during her application, but a different named ISA provider was selected as opposed to the ISA provider Ms J wanted to transfer her ISA from. The incorrect named ISA provider does not support EISA transfers. Charter said they have received a large number of these requests since Ms J's application from other customers, which indicates the system is working as it should be. Ms J brought her complaint to our service.

Our investigator did not uphold Ms J's complaint. She said that Charter gets the ISA transfer forms on a regular basis and there's no known or reported issues with their systems. She said Charter backdated the ISA transfer as being received as Ms J intended, so she's not lost out on any interest.

Ms J asked for an ombudsman to review her complaint. She made a number of points. In summary, Ms J said that she spoke to a female call handler when she submitted a paper application form upon instruction from the call handler. During the call, the call handler mentioned she had received a similar complaint regarding someone not being prompted to complete a paper form, to which she responded this must be a known issue.

Ms J said that if she had selected the wrong building society in error, then she should have been prompted by the system to complete a paper form, but she didn't see any prompt, and

instead the system confirmed her application had been successfully completed.

### **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.

Firstly, I'm aware that I've only summarised Ms J's complaint points. And I'm not going to respond to every single point made by her. No discourtesy is intended by this. It simply reflects the informal nature of our service as a free alternative to the courts. If there's something I haven't mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual point to be able to reach what I think is a fair outcome.

I've reviewed the application data from Charter for the ISA details Ms J input as part of her ISA transfer request. It does display a different building society's name to the provider Ms J wanted to transfer from. As the first word of the building society has a number of letters the same as the ISA provider Ms J wanted to transfer from, I'm persuaded that Ms J made a genuine error and she did select the incorrect building society.

So on the balance of probabilities, there would have likely been inconvenience for Ms J for her to resolve this, which I couldn't hold Charter responsible for Ms J selecting the wrong building society. If the correct building society was selected, then there would be no need for a paper form to be printed, as Ms J's genuine third party ISA provider was able to facilitate electronic transfers. As the building society Ms J selected could not facilitate electronic transfers, then a paper form would need to be downloaded, printed, and sent in order for the transfer to be completed.

I've listened to the call Ms J had with Charter on 12 December 2023. Ms J tells the call handler she has contacted her ISA provider and they've had no contact from Charter at all. The call handler says he's just going to see if they've received the form, and places Ms J on hold. When he returns he asks if she sent the form, and Ms J says she completed the application online. The call handler says the name of the incorrect building society Ms J selected and she says "yes".

As Ms J didn't correct the call handler and tell him the correct name of the building society, the call handler says they don't do electronic transfers, so she should have been prompted at the end of the application to print out the transfer form, fill it in and send it to them, and Ms J says "no". The call handler says they will need an ISA form to contact them. The call handler directs Ms J where she can find the relevant form. The call handler raises a complaint for Ms J.

I've listened to the call Ms J had with the female complaint handler on 15 December 2023. I believe this is the call Ms J has previously referred to. The call handler says the wrong name of the building society and Ms J says "yes". The call handler mentions the wrong building society again and explains that *"it should have prompted you to print a form"*.

The call handler goes on to say *"now sometimes I know, depending on what sort of device you use, computer, things like that, you know, sometimes the pages aren't displayed correctly, I have had a similar complaint in the past, where you know a customer didn't see a button to say print the form, erm, so I ahh, ahh think that's maybe's what's obviously happened in your, in your case"*.

The complaint handler also says that *"I cannot uphold your complaint because there isn't anything wrong with the system, and it may be that there's whatever device you've been*

*using or the browser, it hasn't displayed to print the form off, and I can certainly feed back that you know, you weren't prompted, erm to print the form".*

The call handler says *"our system prompts you to print a form, I know you're saying you, you don't feel you were prin, you were prompted, it is on our activity report that it, it was, you were prompted, but you're saying you weren't".*

It's unfortunate on the calls that Ms J didn't realise that the call handlers were referring to a different building society, but when Ms J mentioned the correct building society the call handlers didn't realise this either. This is because the names of the two building societies are similar, and with different accents being used, I can't fairly say that either party should have realised they were talking about different building societies. And I don't think that it would have made a difference at this stage.

I say this because Charter had agreed to backdate the interest from the 16<sup>th</sup> business day after Ms J did complete her application for the account. So she didn't lose out on the interest. So even if Ms J or either of the call handlers realised on 12 or 15 December that they were talking about different building societies then I'm not persuaded the outcome would have been different here.

I've considered what Ms J has said about the system confirming her application had been successfully completed. But I'm not persuaded this equates to the system saying her transfer had been successfully completed. Ms J has forwarded our service an email from Charter after she had completed her application. This says *"Congratulations! Your 1 Year Fixed Rate ISA is now open"*. The email also lets her know that *"We must have received your funds within 30 days of the date of your application, whether this is a new subscription for this tax year or transfers from other ISA providers"*.

So I'm not persuaded that this email confirms the transfers were successfully completed, rather it is an email to acknowledge that her account was opened, and to inform her that they must receive the funds within 30 days of the date of her application, whether it is a new subscription or transfers from other ISA providers.

Ms J is adamant that she wasn't prompted to print a paper based form. Charter say Ms J was prompted to download a prepopulated Cash ISA transfer form consenting to the ISA transfer she wanted to make.

When it comes to complaints where it's one word against another, I have to consider the evidence available to me. I then have to weigh the evidence against the balance of probabilities, that is, what's more likely to have happened in the circumstances.

On the balance of probabilities I do think Charter informed Ms J that she had to download and print a form. I know Ms J will heavily dispute this and based on what the complaint handler told her about pages being displayed, I can understand why she would feel this way.

I say this because Charter have sent our service an example of the wording when a paper form is required. So even if the download ISA transfer form icon wasn't displayed, the example wording also shows the ISA transfer and it says *"Transferring your Cash ISA from your existing provider(s) to us is easy. Please download and print a copy of the Cash ISA Transfer Form by selecting the button below. Please return your Cash ISA Transfer Form to us at the following address"*, and the address is listed. This page also shows the wording *"The following table shows your ISAs that will be transferred manually."*

There is also a blue button with white wording which says *"Download Cash ISA Transfer Form"*. So on the balance of probabilities, I would find it unlikely the page would not show

both this wording or the download icon. I can see from the application data that there would not be an electronic transfer available for the selected building society. In the unlikely event the button wasn't showing, then Ms J should have been reasonably aware by the wording on the screen that a transfer form needed to be downloaded and printed based on the wording in the previous paragraph. So if the icon wasn't showing it would be proportionate for her to contact Charter about this.

I asked Charter about pages not being displayed and they said that the page is always displayed correctly on every device used to access their website, however some devices may display the page slightly differently. They said their call handler probably meant to say that pages may be "*not displayed the same*" as opposed to them not being displayed correctly on different devices. They said for example, a computer screen can display websites different to a mobile phone, and the screen may be smaller to read if applying from a mobile phone for example.

As the call handler also did tell Ms J she was prompted to print the form, I do believe that she used words about the display of some pages which slightly confused the situation and she could have been clearer with what she told Ms J, but I can't fairly say this affected the transfer as Ms J had already started the ISA transfer prior to this call.

I've also considered what the call handler told Ms J when she said "*I have had a similar complaint in the past, where you know a customer didn't see a button to say print the form*". While I can only look into the circumstances of Ms J's complaint, I do note the call handler didn't say that this complaint was upheld or there was a fault with the system. Charter have confirmed the page is displayed correctly on every device used to access their website. And I've seen no proof which contradicts this. So it follows I don't require Charter to do anything further.

### **My final decision**

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms J to accept or reject my decision before 4 June 2024.

Gregory Sloanes  
**Ombudsman**