

## **The complaint**

Mr P complains that National Westminster Bank (NatWest) didn't carry out his ISA transfer instruction.

## **What happened**

The circumstances that led to this complaint are well known to both parties, so I won't repeat them in detail here. But, in summary:

- Mr P says he phoned NatWest on 2 August 2023 to open a new, 5.9% fixed rate ISA account and gave instruction for an ISA he held with another provider to be transferred into the new account. He raised a complaint when he found out the transfer hadn't gone through and his existing provider had reinvested his recently matured ISA proceeds into a new, fixed rate account.
- NatWest said it couldn't find records of any calls from Mr P on 2 August 2023. Mr P opened a fixed rate ISA on that date but didn't put any new money into it and he would have needed to complete a paper form to transfer his ISA money in, but no such form had been received.
- Our investigator didn't think that NatWest had done anything wrong. But Mr P disagreed, so the matter has come 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 conclusion as the investigator, for much the same reasons.

Mr P has been invited to provide evidence of the phone calls he says he had with the bank. This includes the call in which he was told the ISA transfer instruction had been taken and the one where the bank said it would honour the original 5.9% interest rate. But he hasn't provided any supporting evidence. And, as noted above, the bank has no records of him having called on 2 August 2023.

Furthermore, in my experience, it's not usual for ISA transfer requests to be taken by phone. NatWest's website doesn't suggest this is possible and says instead that the transfer instruction must be given via a form. An online form can be used if the ISA is being transferred from a listed number of banks, but Mr P's existing ISA provider was not included on that list. This means Mr P would have needed to print out, complete and post back a paper form to NatWest. There's nothing which suggests such a form was completed by Mr P and/or received by NatWest.

Mr P also says he was told that the ISA transfer would be completed by the end of the following day. Again, in my experience, that would be unusual. Cash ISA transfers can take up to 10 working days to complete and I wouldn't usually expect an ISA provider to guarantee it would be completed the next working day. This is because there are always two

parties involved in an ISA transfer and the requesting/receiving ISA provider – in this case NatWest – can't control the actions of the sending ISA provider.

I also think it would be unusual for NatWest to say that the fixed rate would be honoured after the product had been withdrawn, pending the outcome of Mr P's complaint. Banks will usually only compensate consumers in this way if they find they have made a mistake. And there has not, so far as I have seen, been any admission of liability on NatWest's part in this particular case.

Mr P has also provided somewhat conflicting information. On the one hand he says the ISA transfer had to be completed by 3 August 2023 because, if it wasn't, his existing ISA provider would put the money that had come from his recently matured ISA into a new fixed rate ISA. But he's also said that he told his existing ISA provider not to reinvest the money into a new fixed rate ISA, but it did so anyway.

Mr P also said that his ISA money has been "in limbo" while he's been waiting for NatWest to respond to his complaint and he's not been paid any interest by his existing provider. Again, that conflicts with his assertion that his existing ISA provider put the money into a new fixed rate ISA.

When an existing ISA is reaching maturity, the ISA provider should write to the account holder to tell them this and ask them what they want to do with the money. If Mr P's existing ISA provider didn't do this and/or didn't follow his instructions about what to do with the maturing ISA proceeds then he may want to consider pursuing a separate complaint about those matters with that ISA provider.

As far as this complaint against NatWest is concerned, in all the circumstances, I'm not persuaded that Mr P's recollection of events is more likely than not what happened. So I can't fairly conclude that NatWest has done anything wrong or that it should do anything now to put things right.

### **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 Mr P to accept or reject my decision before 6 March 2024.

Ruth Hersey  
**Ombudsman**