

The complaint

Mr P, who is a director of B, complains that Metro Bank PLC delayed a transfer of funds from B's business savings account to his own account, held with a different bank. He says this caused him to lose out on securing a high interest rate on an ISA.

What happened

On 11 August 2023 Mr P visited a Metro branch with the intention of moving money from B's business savings account to his personal account, held with a bank elsewhere. He said he was trying to move money to his account in order to secure a particular rate on an ISA, offered by another provider.

Mr P said he spent 55 minutes in the branch trying to complete the transfer. He said he was told the payment would be completed in around two hours. During his time in branch, he also asked Metro to close B's account.

Mr P has told our Service that, unfortunately, the funds didn't arrive in his personal account until 14 August 2023 – some three days later. Mr P was unhappy with this and brought the complaint to our Service.

We passed his concerns to Metro to consider. Metro explained the payment left B's account the next day – 12 August 2023 – and so any delays were likely to be the fault of the other banks involved. Because of this, Metro didn't feel it could be held responsible.

Metro indicated that the interaction in branch with Mr P became heated, with branch staff threatening to end Metro's relationship with B. But, despite this, it said it was satisfied Mr P had only been in the branch for around 20 minutes. It said whilst it can't typically perform branch faster payment transactions from business savings accounts, as the account was also being closed to allow the payment to take place, Mr P was able to sign the paperwork and leave the branch while staff completed the process. Therefore, it didn't accept that Mr P had spent 55 minutes in branch.

However, Metro accepted the payment could have been processed faster than it had been. It said that although Mr P was told there may be a delay with the payment due to the closure of the account, the payment *could* have been made within 24 hours of his request. And whilst the payment was made the following day, it wasn't within 24 hours. Because of this, Metro issued a cheque for £50 to say sorry.

Mr P wasn't happy with this response and so our Investigator proceeded to give their opinion.

Our Investigator said they couldn't be sure how long Mr P spent in branch but empathised with him that even Metro's estimate of 20 minutes would have been inconvenient.

Ultimately, the Investigator didn't think Metro needed to do anything more to put things right. They said the transaction screenshots Metro provided showed the payment was *sent* on

12 August 2023 at 16:14. This was more than 24 hours after the request was made, but, they said, not by a significant amount. Because of this, the Investigator agreed that £50 compensation was fair.

Mr P had previously said the cheque had been sent in the wrong name, so the Investigator offered to ask Metro to reissue an amended cheque.

Mr P didn't respond to the Investigator's offer to ask Metro to reissue the cheque. He reiterated his point that Metro told him it would only take two hours to transfer B's funds to his bank, but instead took three days. He said he'd lost out on an ISA which paid a high rate as the deal was withdrawn before the money was paid into his account.

As he didn't agree with the Investigator's view, the complaint has been passed to me to decide.

I issued my provisional decision on this complaint. It said:

I should make it clear that this is a complaint brought by B – a limited company and separate legal entity from its directors. Mr P is a director of B and claims to have suffered the loss of interest from an ISA as a result of a delay he believes Metro caused. As the complaint centres around the payment made from B's account, B has the relevant customer relationship with Metro and so B is the complainant in this case. Because of this, I won't be considering any losses Mr P is claiming for in his personal capacity as part of this complaint.

With the above in mind, my decision focuses on the remaining issues, namely, B's complaint about the time Metro took to make the payment and the circumstances around this.

Mr P had told our Service he was in the branch for 55 minutes. Metro has said he was there for no more than 20 minutes. In cases where there are differing testimonies, I usually think about what's most likely to have happened. However, in this case, considering the interaction concerned not only an attempt to make a faster payment but also an account closure, I don't think it's entirely unreasonable that the meeting would have taken longer than it would have for a simple counter transaction.

Metro's version of events state that while Mr P was in the branch he was 'extremely disruptive and abusive' to the point that it threatened to end its banking relationship with B. I can't know with any certainty what took place in the branch on 11 August 2023, but it's clear the interaction wasn't straightforward. So, considering what I've said above, even if Mr P remained in branch for 55 minutes, I don't think this is so unreasonable that Metro should be required to do anything to compensate B on this point.

As mentioned by the Investigator, Metro has evidenced that the payment was sent on 12 August 2023, the day after it was requested in branch. There are timescales that apply for a payment of this type and Metro had to ensure the faster payment was credited to Mr P's account by the end of the business day following the time of receipt of the payment order. Mr P alleges this didn't happen, which meant he lost out on the ISA rate he wanted, and he believes this was Metro's fault.

The issue here is that the loss being claimed for is Mr P's – not B's. And, as I've already explained, this complaint is being brought by B, as a separate entity from Mr P. So, it follows that Mr P's ISA interest isn't a loss I can consider in this complaint. And so even if I were to find that Metro gave Mr P the wrong payment timescales or caused him to lose out on the ISA rate, it wouldn't make any difference to the ultimate outcome of this case.

I've also thought about the £50 Metro has offered because of what it feels was an avoidable

delay in sending the funds. It seems to me that this was a payment intended to compensate Mr P for a delay in the funds being sent to his account, with no material loss to B. For the reasons already mentioned, I can't consider any impact to Mr P in his personal capacity, and so whilst Metro has already made an offer of £50 to settle the complaint, I'm unable to fairly propose any further award on this point. If Mr P would like to accept this offer, he should contact Metro directly.

Metro hasn't given its opinion of my provisional decision. Mr P has responded with some additional comments.

In summary, Mr P believes video evidence would clarify the length of time he spent in branch. He says he remained very calm and feels the CCTV footage would demonstrate this.

He also says he was given the wrong account details to sign while in branch. He says the adviser threw the form away when Mr P made them aware.

Mr P reiterated his claim that he was told it would take two hours to complete the transfer, and asks why it instead took three days.

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 see no reason to depart from the findings in my provisional decision.

In my provisional decision, I said that, given the nature of the interaction – an account closure and faster payment – I didn't think the time Mr P spent in branch was so unreasonable that Metro needed to do anything to compensate B. Whilst I appreciate the strength of Mr P's feeling on these matters, I don't require video footage of his time in branch in order to reach my decision.

B is the complainant in this case, and is the customer that compensation would be due to, should any have been necessary. I haven't seen any evidence that persuades me B has been inconvenienced by Mr P's time in branch to the extent that I would consider directing Metro to pay compensation.

This is also true of Mr P's statement on the incorrect account details. I'm not persuaded that this caused B inconvenience to a level which would need to be addressed by Metro.

In relation to the time taken for the funds to credit Mr P's account, my provisional decision explained:

...this complaint is being brought by B, as a separate entity from Mr P. So, it follows that Mr P's ISA interest isn't a loss I can consider in this complaint. And so even if I were to find that Metro gave Mr P the wrong payment timescales or caused him to lose out on the ISA rate, it wouldn't make any difference to the ultimate outcome of this case.

The above also applies to the time taken for the funds to credit Mr P's account and I see no reason to reconsider my position on that element of the complaint – or any other finding I've made in this decision.

My final decision

My final decision is I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask B to accept or reject my decision before 2 May 2024.

James Akehurst
Ombudsman