

The complaint

Mr G complains that National Westminster Bank Plc (NatWest) caused delays in the transfer of his cash ISA to another provider, resulting in him being financially disadvantaged.

What happened

In early December 2022, Mr G decided to transfer his cash ISA from NatWest to another platform provider which I shall refer to as 'A' in my decision. He contacted NatWest on 23 December 2022 and was made aware that they had not received the transfer documentation which should have been sent by A. NatWest emailed A and asked them to send the transfer form by email, however A did not do this.

On 4 January 2023, Mr G visited his local branch of NatWest. He was told that a 'letter' had been received and would be scanned to the correct department for processing. When Mr G phoned the ISA transfer team on 10 January 2023, he was told that nothing had been received, and was advised to ask A to send the transfer forms directly to the ISA transfer team.

Mr G called NatWest again on 19 January 2022. NatWest stated that they had not received the transfer request from A, and told Mr G that it was required in order to progress the transfer and provided him with the ISA transfer team address.

On 23 January 2023, A wrote to NatWest, enclosing a copy of the transfer form signed by Mr G on 5 December 2022. NatWest state that they received this letter on 30 January 2023, and a cheque was sent to A on 2 February 2023.

Mr G called NatWest on 13 February 2023 because the cheque had not been received. It was on this date that he submitted a complaint to NatWest. Mr G complained that NatWest had not processed the instructions from A to transfer his ISA within an acceptable timescale, and that he was unhappy with the service received.

On 14 February 2023, A received the cheque that had been sent by NatWest on 2 February 2023.

On 7 March 2023, NatWest provided a final response to Mr G's complaint. Within this response, they outlined the relevant contacts between themselves and Mr G. They did not believe that they were at fault in relation to the delays in the transfer of the ISA, however they accepted that the service Mr G had received had not been of a professional level, and paid him £200 by means of an apology.

Mr G did not accept this outcome and referred his complaint to this service. Our investigator considered the circumstances of the complaint, including A's actions in sending the transfer request to a local branch rather than NatWest's central ISA transfer team, and postal delays, and concluded that NatWest could not be held responsible for the issues and that the £200 already paid was fair for the service issues encountered.

Mr G responded to the investigator's view with more information relating to the branch staff he had spoken to and his understanding they would be sending the relevant documents to

NatWest's central ISA transfer team. The investigator considered the additional information, particularly the interactions with the branch staff, and whether this had a material impact on the delays encountered by Mr G in the transfer of his ISA. Having done this, the investigator did not change their view. They stated that the new evidence wasn't sufficient to allow a conclusion to be drawn, and did not uphold the complaint.

Mr G remained dissatisfied and as a result, the complaint has been referred to me 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.

After doing so, I've reached the same conclusion as our investigator and broadly for the same reasons.

Mr G's initial complaint to NatWest included a number of points relating to the transfer, however I have focused on what I consider to be the main crux of his complaint – namely that NatWest caused delays in the transfer of his ISA, resulting in him losing out financially.

Before getting into the detail of the complaint, I would like to firstly reiterate the purpose of this service, which is as 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 focused 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.

When transferring an ISA, the onus lies with the new ISA provider to supply the transfer request form to the customer for completion, and then forward that request to the existing provider to complete the transfer. NatWest were therefore reliant on A forwarding the transfer form to the correct department in order to instigate the transfer with NatWest. Mr G states that A first sent the transfer form to NatWest on 8 December 2022, however this was not received, or in any event, if it was received it wasn't processed by NatWest.

NatWest have provided their system notes showing their timeline of events. This shows that Mr G called them on 23 December 2022 chasing progress of the transfer to A. He was told that no forms had been received and the notes show that an email was sent to A to request the forms be sent to them. The notes then show that Mr G called again on 10 January 2023, and advised that Mr G's local branch of NatWest had sent a letter to the central ISA team. The notes confirm that during the call, Mr G was told that nothing had been received, and asked him to ask A to send the transfer request directly to the ISA transfer team. On 19 January 2023, the notes show that Mr G called chasing his ISA transfer and was again told that no transfer request had been received – he was provided with the direct address for the ISA transfer team.

The notes further show that on 2 February 2023, a cheque for the ISA transfer was sent to A, and a letter was sent to Mr G to confirm this.

NatWest have provided a letter sent to them by A dated 24 January 2023 which references "our previous letter dated 8 December 2022 regarding the transfer of our mutual client's investment" and encloses the transfer form completed by Mr G and signed on 5 December 2022. I note that this letter does not reference any other attempt by A to contact NatWest or progress the transfer between 8 December 2022 and 24 January 2023. I therefore believe it is reasonable to conclude that it is more likely than not that A did not send a further transfer

form to NatWest between 8 December 2022 and 24 January 2023 - the form that was received and processed by NatWest.

There is a large amount of information within the file I have been provided relating to a member of staff who Mr G spoke with in his local NatWest branch on 4 January 2023. Mr G states that they told him they had received a letter or package from A on 3 January 2023, and that they would forward it to the ISA transfer team. There is an element of confusion with the evidence about who Mr G spoke to, and whether or not the letter that was discussed actually related to Mr G's ISA transfer. Clearly, I can't know what was said during that discussion on 4 January 2023, and therefore cannot be certain of what was said, or the contents of the letter or package. Therefore I must make a decision based on the balance of probabilities – what I think most likely happened – and what is fair and reasonable given the circumstances.

I have concluded above that the evidence indicates that the first transfer request sent to NatWest by A after 8 December 2022 was most likely to have been 24 January 2023. It is therefore possible that the 'letter' discussed in the NatWest branch on 4 January 2023 was the initial transfer request sent by A on 8 December 2022.

So it follows that it is possible that the local NatWest branch had received the letter (sent by A on 8 December 2022) on 3 January 2023 and failed to send it on to their ISA transfer team. It is noted that the branch closed shortly after this date. NatWest have acknowledged the possibility of this and paid Mr G £200 to recognise this, alongside the customer service received by Mr G which was deemed unprofessional. I agree that this is an appropriate amount to reflect an issue such as this, and in line with what this service would award.

Mr G was aware that the transfer form had not been received by NatWest when he phoned the ISA transfer team on 10 January 2023, however the replacement transfer form was not sent by A until 24 January 2023, and received by NatWest on 30 January 2023.

Regardless of this, I do not believe that the possible omission by the NatWest branch to send the letter to the central ISA team can be considered to be a material factor in the overall delays encountered by Mr G. On 23 December 2022, NatWest sent an email to A requesting that they emailed the ISA transfer form to the ISA transfer team. Bearing in mind what I have said above, and although I appreciate Mr G has told us that he was informed by the Natwest branch that a 'letter' had been received on 3 January, the evidence presented to me doesn't show that A did send this.

And we know that on 10 January 2023, Mr G phoned the ISA transfer team and was told that the transfer forms had not been received. As detailed above, A resent the transfer forms on 23 January 2023. So the evidence therefore suggests that even if the documentation received by the Natwest branch on 3 January 2023 was the initial transfer form sent out on 8 December 2022, the maximum delay that could be attributed to NatWest was seven days, between 3 January 2023 and 10 January 2023, when NatWest's ISA transfer team confirmed that it wasn't in receipt of an ISA transfer request.

When NatWest did receive the replacement documentation on 30 January, they processed the transfer within three days, therefore the total time taken to action the request was well within the 30 days anticipated by Mr G.

For the reasons above I do not find that NatWest have acted unfairly nor have their actions resulted in Mr G encountering financial loss and accordingly do not uphold Mr G's complaint. No doubt Mr G will be disappointed with the outcome, it's clear he feels strongly about his complaint, but I hope I have been able to explain how and why I have reached my decision

My final decision

For the reasons stated above I do not uphold Mr G's complaint about National Westminster Bank Plc and the delays in the transfer of his cash ISA.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 16 May 2024.

Joanne Molloy
Ombudsman