

The complaint

Mr R complains that Gatehouse Bank Plc caused a delay in crediting his funds to his account and has breached its terms and conditions.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. The facts are not in dispute, so I'll focus on giving the reasons for my decision. Below,

I have highlighted some key dates I think are relevant to the complaint:

- 27 July 2021: Mr R's account is opened online.
- 28 July 2021: Mr R sends deposits to credit his account.
- 29 July 2021: The account is credited.
- 3 August 2021: Gatehouse receive an email from Mr R explaining that he is unable to view messages in his account inbox.

Gatehouse didn't uphold Mr R's complaint but later offered £25 compensation. It says this reflected the trouble and upset Mr R suffered as he expected his funds to be credited on the day he deposited them. Mr R didn't accept this and is seeking an increased amount of compensation.

As an agreement couldn't be reached the matter has been passed to me for a 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 broadly agree with the conclusion reached by our investigator for the following reasons.

Mr R opened a one-year fixed rate account on 27 July 2021 and funded his account on 28 July 2021 with £84,100. The funds didn't show in the account until 29 July 2021, because of this Mr R has said Gatehouse were in breach of the terms and conditions associated with the account. He's said under the clause referring to payments, there is no mention of any cut off times or clearing banks. Gatehouse has said it wasn't in breach of its terms because Mr R sent over his funds after 1pm and so the payment wasn't processed until the following day.

I don't agree that Gatehouse were in breach of its terms and conditions, I'll explain why. I've looked at the terms and conditions in detail, the condition I think is most relevant to this complaint states:

5.1 Subject to your account being opened in line with this agreement, your funds to open the account will be credited to your account on the date we receive them (unless received after the payment cut-off time, which is 1pm), or the next business date.

The terms and conditions required Gatehouse to credit Mr R's account on the day it received them, subject to it receiving them before 1pm. Whilst I can understand the frustration and worry Mr R said this delay caused him I am satisfied that the clause allowed Gatehouse to credit Mr R's account the following working day and so I can't say it has acted unfairly.

Gatehouse has confirmed the maturity date was updated on the account within 24 hours to show the date of 28 July 2021. So, whilst I accept Mr R's worry, I'm satisfied the account was promptly updated.

Mr R said he got in touch with Gatehouse when his funds didn't show on his account, but he wasn't able to view the replies to his queries. I understand this would've been frustrating, but I've thought about if this was something Gatehouse could've prevented. Gatehouse confirmed it didn't have any system issues at the time. I don't dispute that Mr R wasn't able to view his messages online, but I've not seen anything to suggest this was as a result of an error by Gatehouse.

Following Gatehouse's investigation into Mr R's concerns, Mr R requested copies of call transcripts – there was some back and forth before this request was fulfilled and Mr R complains about the delay in Gatehouse providing this information. From what I've seen, Gatehouse received a Data Subject Access Request on 6 October 2021 and provided the information requested on 4 November 2021, within one month.

But Mr R has provided evidence which suggests he made this request much earlier, in August 2021. The Information Commissioner's Office (ICO) regulates compliance to data protection laws in the UK. If Mr R wants to complain about the format Gatehouse did or didn't supply his information, he can direct this complaint to the ICO.

Overall, I think Gatehouse caused Mr R distress and inconvenience by delaying sending Mr R his information. Mr R chased this request several times and waited longer than he should've. Because of this I think Gatehouse should pay Mr R £50 compensation.

My final decision

I uphold the complaint; Gatehouse Bank Plc should pay Mr R £50 for reasons I've explained above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 19 December 2022.

Rajvinder Pnaiser
Ombudsman