

The complaint

Mr B mainly complains that Nationwide Building Society delayed actioning his ISA transfer request for 18 days, during which time the value of his stocks and shares ISA fell, resulting in a loss in value of more than £500. He wants to be reimbursed for his investment loss.

He is also unhappy about the length of time it took Nationwide to respond to a Data Subject Access Request ('DSAR').

He feels the significant distress and inconvenience all this has caused him, plus his time spent dealing with the matter, warrants a significant compensation payment.

What happened

On 10 September 2021, Mr B completed the necessary transfer-in request paperwork at a Nationwide branch to start the process of transferring his existing stocks and shares ISA held with another provider (I'll call this 'provider A') to a Nationwide Cash ISA.

The transfer completed on 7 October 2021 when Nationwide credited the cheque it had received for the transfer amount to Mr B's Cash ISA.

Later that same month, Mr B made a DSAR to Nationwide, which he had to chase up when he didn't hear back.

Meanwhile, provider A had told Mr B it wasn't responsible for any delay during the transfer process – it said Nationwide had sent an email requesting the transfer late in the day on 28 September 2021 and it had actioned this the next day.

This prompted Mr B to complain to Nationwide on 5 January 2022 about how long the transfer had taken and also about its delay actioning his DSAR.

Nationwide upheld Mr B's complaint. It acknowledged it had been responsible for some shortcomings in the service it had provided to Mr B. It said it had failed to chase up the transfer request within its usual 9 day timescale after it had sent this to provider A on 10 September 2021. Also, that it hadn't initially responded to Mr B's DSAR or his complaint letter even though its records showed both his letters had been received. Nationwide said it was *'really sorry'* that Mr B had trouble with his ISA transfer-in and offered him £75 redress.

Mr B didn't feel this went far enough to resolve things and so he brought his complaint to us and one of our investigators looked into what happened.

Our investigator felt that the redress paid by Nationwide wasn't enough to reflect the full extent of the impact on Mr B of Nationwide's service failings and she suggested that Nationwide should pay Mr B as follows:

- the difference in the value of the ISA between 20 September 2021 (the next working day for provider A to action the transfer request if Nationwide had chased when it should have) and 29 September 2021 (when provider A placed the transactions), to put Mr B in

the position he would have been if Nationwide had followed its procedures and chased provider A after 9 days.

□ £150 compensation for the distress and inconvenience caused.

In response, Nationwide said even though it hadn't chased provider A within its own timescale of 9 days, it was unfair to hold Nationwide fully liable for any difference in value, given the evidence showing it had sent the initial ISA transfer request on 10 September 2021. Nationwide offered to pay half of the value of any investment loss evidenced – plus the £150 suggested by the investigator.

Mr B wasn't prepared to settle on the basis of Nationwide's offer so our investigator made some further enquiries of Nationwide and she issued a second view.

In brief summary, she said:

- Nationwide had provided evidence and confirmed the initial request was sent to provider A electronically on 10 September 2021. Whilst this wasn't included in the DSAR information Mr B had received, she hadn't seen anything to suggest Nationwide didn't send the request on that day.
- Nationwide chased provider A on 28 September 2021 and provider A sold Mr B's holdings the next day and started the transfer process to Nationwide.
- Nationwide acknowledged it should have chased provider A on the 9th day of the request, in line with its internal procedures. Had this happened, looking at the usual timescale, provider A would have sold Mr B's ISA holdings on 20th September 2021. So this is the date she had asked Nationwide to use to compare the price when working out whether Mr B would have received more than he did when his holdings were actually sold.
- Mr B had got a better price on 29 September 2021 than the price he would have got had Nationwide chased on time and his holdings been sold on 20 September 2021, so there wasn't a price difference Nationwide needed to compensate Mr B for.
- Mr B encountered difficulties when making a DSAR and raising his complaint so she continued to recommend that Nationwide should pay £150 to Mr B for the distress and inconvenience caused.

Mr B still feels the evidence is contradictory, that Nationwide hasn't proved that it was provider A and not Nationwide who was responsible for the delay and his view is that it's unlikely that provider A wouldn't have actioned a transfer request sent on 10 September 2021.

So this complaint comes to me to make 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.

I've carried out an independent review and having done so, I've reached the same conclusion as our investigator. I'll explain my approach and how I've reached my decision.

I do appreciate how strongly Mr B feels about this complaint. We provide an informal complaints handling service and this is reflected in the way I've approached the complaint. It's part of my role to identify and concentrate on the core issues I need to address in order to reach a fair outcome. This means I won't necessarily mention everything Mr B has

brought to my attention and I've expressed some of his concerns in my own words. But I will comment on everything that makes a difference to the outcome of the complaint and try and deal with his main complaint issues.

Mr B's main complaint, as I understand it, is about the length of time it took for his ISA transfer request to be completed. He believes the transfer was unreasonably delayed, causing him to lose out financially, and that Nationwide is to blame. So I'll deal with this first.

I must look at all the available information and decide what I think is most likely on a balance of probabilities. This means making some reasonable assumptions where there's only limited information. And I must be impartial. There's more information on our website which explains the Financial Ombudsman Service approach.

Nationwide has sent a screenshot from its records which shows the transfer request was scanned onto its internal system on 10 September 2021.

Nationwide has said '*...once the case is scanned on our internal system the request is sent out*'.

It has specifically confirmed that '*...the case information wouldn't have been scanned without the request being sent*'.

Part of the process at the start also involved a letter being generated to Mr B. Nationwide's records show the letter was sent and this isn't in dispute - Mr B told us that he did receive a letter dated 10 September 2021 from Nationwide confirming contact with provider A and telling him the transfer was underway.

On balance, this evidence leads me to find it is more likely than not that Nationwide did send the initial transfer request to provider A on the date recorded in its records – 10 September 2021.

I don't know what happened to the request after Nationwide sent it. But the fact that provider A told Mr B that the first contact it received about this was on 28 September 2021 isn't a good enough reason for me to say that Nationwide didn't send the first request to provider A when it says it did. And nothing else I've seen is enough to rebut this conclusion and enable me to uphold Mr B's complaint that Nationwide delayed actioning his initial transfer request on 10 September.

Nationwide has acknowledged that it should have chased up the request on the ninth day when it didn't hear back from provider A. But this makes no overall difference to the outcome. I say this because HMRC guidance states that an ISA transfer like this should take no longer than 30 calendar days – and Mr B's transfer did complete within that timescale in any event, irrespective of Nationwide's failure to follow its own process with regard to chasing up the request. And it appears that Mr B got a better price on 29 September 2021 when his assets sold, compared to the price he would have achieved had Nationwide chased on time and his holdings had been sold on 20 September.

I appreciate that Mr B takes a different view about the way investment loss should be worked out. But given that Nationwide should have chased things up on 19 September and provider A sold his holdings the following day when Nationwide re-sent the transfer request, to my mind 20 September is a fair comparison date. So, for all the reasons I have set out, I can't fairly award Mr B the compensation he would like for what he considers his investment loss to be.

But I've carefully taken into account the frustration Mr B undoubtedly experienced as a result of Nationwide's admitted service failings and the extra trouble he was put to having to chase things up in order to progress his DSAR in particular. Mr B sent a letter dated 18 October 2021 making his DSAR request and he was fairly entitled to expect this would be responded to within a month. When that didn't happen, Mr B phoned Nationwide on 19 November 2021. He received Nationwide's response to his DSAR on 18 December 2021.

Nationwide accepted the investigator's recommendation that £150 more fairly reflected the impact on Mr B of its service failings in this regard – and I agree. There was no question that Nationwide didn't safely receive Mr B's original DSAR request. And I've kept in mind also that Nationwide has also acknowledged that it couldn't find Mr B's original complaint letter even though its checks showed this had been received.

To sum up, I find that:

- £150 is fair redress to reflect the impact on Mr B of the admitted shortcomings on the part of Nationwide and the poor service issues I have mentioned above.
- As I haven't seen enough to show that Mr B has suffered any investment loss or that he's lost out in money terms any other way, I'm not telling Nationwide to do anything further.

Putting things right

Nationwide should pay Mr B £150 in total to put things right (so if it has paid any of the redress it has previously offered or agreed to pay, Nationwide should now pay any balance owing in order to bring total redress to £150).

My final decision

I uphold this complaint and direct Nationwide Building Society to make a payment to Mr B so that he receives total compensation of £150.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 25 April 2023.

Susan Webb
Ombudsman