

The complaint

X complains that Goldman Sachs International Bank trading as “Marcus” by Goldman Sachs, rejected deposits from a linked account.

What happened

X has an account with Marcus that can only receive deposits from a linked account. In November 2022, X sent statements to Marcus in order to update the linked account. However, when they then tried to make deposits to their account, the deposits were returned as declined. X raised a complaint about this and was unhappy that an acknowledgement for the complaint was sent just after midnight. X felt their reasonable adjustments were not being met, their vulnerabilities were not being taken into consideration and that the timing of the acknowledgement amounted to harassment.

Marcus responded and agreed that it had made an error. It explained that X sent in statements for their existing linked account, ending *0331. Because of this, when Marcus sent confirmation that an account had been linked, this was misleading, as the linked account had not actually changed. Therefore, when X attempted to make deposits from a separate account ending *5960, they were rejected as they had not been sent from the linked account. Marcus explained that if X wanted to change the linked account to *5960, they would have to send relevant statements from that account. As it upheld that part of the complaint, it paid X £25 for any distress or inconvenience this caused.

However, it explained that the e-mail acknowledging the complaint had been sent correctly and was a normal part of the complaints process. It agreed the e-mail had been sent just after midnight and this was outside the complaint handler’s usual hours but did not think an error had been made. It apologised if any distress had been caused to X.

X referred the complaint to our service as they felt they had provided the relevant statement and did not think their deposits should have been declined and returned. Our Investigator looked into the complaint and said that the payments that had been declined and returned had not been made by the account that was linked to X’s Marcus account, so they were correct to be declined. They also felt that while they understood why X was upset about being contacted outside normal working hours, this did not amount to harassment. For the error of incorrectly telling X that their linked account had been updated, they recommended an additional £75 compensation, which would bring the total paid to £100.

X disagreed with this. They felt that Marcus should have been aware of their reasonable adjustments and did not think it had followed them. They also reiterated that they felt the deposits had been sent from the correct linked account and that something had been missed.

As an informal agreement could not be reached, the complaint has been passed 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.

I've firstly focused on the declined payments. Marcus has provided the statements X sent it in November 2022 when they wanted to update the linked account. This shows X sent in statements for account ending *0331, which was already linked to the Marcus account.

Marcus has evidenced that X then attempted to make deposits from a separate account ending *5960. As this was not the linked account, they were correctly declined, and I'm satisfied Marcus has not made an error in doing so. While X has provided statements showing the declined payments and these tally up with the dates Marcus has provided, I am unable to see the account number on the screenshot. So, I think it's more likely this is showing attempted payments from account *5960. I can also see X was able to make a successful payment from account ending *0331 on 18 December 2022, following Marcus' final response letter.

While I do not think Marcus made an error in declining the payments, it has acknowledged that its communication to X was confusing as it appeared it had updated the linked account, when it had in fact remained the same. The offer relating to this has now increased to a total of £100 compensation. Considering the length of time this took to be clarified and the effect it had on X, I think the offer is fair and is in line with what I would have recommended in the circumstances.

I've considered X's complaint about receiving an acknowledgement from Marcus just after midnight. While I accept this is outside of their normal working hours, I don't think Marcus has acted unreasonably in sending an acknowledgement e-mail at that time. And I don't agree that this amounts to harassment considering it was a routine acknowledgement e-mail.

X says Marcus has not met their reasonable adjustments by sending them e-mails outside of normal working hours. I've looked at the requests made by X previously for reasonable adjustments. Marcus has been asked not to telephone X or send any letters in the post, and I can see both of these reasonable adjustments are on X's file. Looking through past correspondence, there is no indication that X asked for e-mails to only be sent during working hours. As a result, I can't agree that Marcus has made an error. And I can see we have now requested for this reasonable adjustment to be noted on their file.

My final decision

I think the recommendation of an additional £75 compensation for the distress and inconvenience X experienced due to the poor communication, bringing the total paid to £100, is fair in the circumstances.

I now direct Goldman Sachs International Bank trading as Marcus by Goldman Sachs to pay this to X.

Under the rules of the Financial Ombudsman Service, I'm required to ask X to accept or reject my decision before 18 May 2023.

Rebecca Norris
Ombudsman