

## **The complaint**

Mrs K complains about the transfer Nationwide Building Society made on her behalf to a bank overseas which had to be reversed. She said she asked for the transfer to be made in GBP, but it was made in the local currency, so she lost money in the reversal.

## **What happened**

Mrs K went into a local branch of the Nationwide on 15 December 2022 to make an international transfer. She said she requested to transfer £7,000 from her account in the UK to her overseas account. She said both accounts were in GBP, and she requested the transfer be made in GBP. Mrs K said the cashier advised her that was fine and that as it was an overseas payment they would write the local exchange rate as this was compulsory on the transaction receipt. Mrs K said she signed the receipt based on the information the cashier had provided - that the transaction would not change currency. Mrs K said she was advised that the transaction could take about three weeks although it may take 90 days.

The money did not appear in Mrs K's account. She said she chased this up with several visits to the branch and was told the beneficiary bank had not received the money. The funds were returned on 28 April 2023. The amount returned was £5,251.59. Mrs K raised a complaint with Nationwide. She said there was a shortfall due to exchange rate fluctuation. Mrs K said she had clearly informed the cashier that the international transfer was GBP to GBP, so she asked to be refunded the shortfall and to be paid compensation for the stress this had caused her.

In its final response letter Nationwide said the funds were converted into the currency Mrs K requested and then back into GBP when they were returned to her account. It said as the exchange rate can change daily it wasn't responsible for any losses. Mrs K wasn't satisfied and brought her complaint to this service.

Our investigator concluded that Nationwide wasn't liable for any wrongdoing for the exchange rate loss Mrs K had incurred. He said while Mrs K had evidenced that her overseas account chequebook shows the account was a GBP account she had still signed the form which meant the transfer would be in the local currency.

Mrs K didn't agree and asked for a decision from an ombudsman. She said it was clear the overseas account was in GBP and would not accept a transaction in the local currency. She said it was clear that Nationwide had made an error and she had clearly stated to the cashier that her account overseas was in GBP. She said an untrained cashier had made an error and Nationwide should reimburse her.

## **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 trust Mrs K won't take it as a discourtesy that I've condensed the complaint in the way that I have. Ours is an informal dispute resolution service, and I've concentrated on what I

consider to be the crux of the complaint. Although I've read and considered the whole file, I'll keep my comments to what I think is relevant. If I don't comment on any specific point, it's not because I've not considered it but because I don't think I need to comment on it to reach the right outcome.

I realise this will come as a disappointment to Mr K but having done so I won't be asking Nationwide to do anything further. I agree with the conclusions reached by the investigator for the reasons I've outlined below:

- When Mrs K requested the transfer in the branch she completed a SWIFT transfer request form. I've seen a copy of this.
- The payment details of the beneficiary bank are listed. These details include the name and address of the bank, the account number, the amount to be sent, the currency in which the money is to be sent, and the exchange rate on the date of the form.
- The amount to be sent was £7,000 GBP. The currency to be sent was the local currency of the beneficiary bank. It was not GBP. And the exchange rate was that of the local currency of the beneficiary bank.
- Below this is a box that says, "important information about SWIFT payment". In this box it says:
  - *"The actual exchange rate that will apply will be printed on the transfer request form. By signing the form you authorise this payment plus any applicable transaction charge and accept the exchange rate."*
- Mrs K has signed the form and it's dated 15 December 2022. I'm satisfied that by signing she accepted the terms in the 'important information' box.
- In her complaint to this service Mrs K said that when she was in the branch the transfer was a direct transfer from GBP to GBP. And that although one account was overseas they were both GBP accounts. She said the mistake lies with the cashier and the bank. She said the cashier was clearly informed that no currency conversion needed to take place. She said the cashier didn't follow her instructions, they either lied or did not know how transactions work.
- Nationwide told this service that currency is confirmed by the consumer and then the form is completed including this information. It's then printed for the consumer to agree to and sign. It said if Mrs K had requested the payment be made in GBP then this would be the currency on the form.
- My job is to come to what I think is a fair and reasonable outcome based on the evidence that's available to me. Where evidence is missing or conflicting I will look at what's available in the surrounding circumstances to decide what I think is most likely to have happened.
- Unfortunately I wasn't with Mrs K when she completed the form so I can't say what was said between her and the cashier although I'm not disputing Mrs K's testimony. I'm persuaded by the written evidence of the signed form that Mrs K likely requested the funds be transferred in the local currency. It would be odd if the form stated the funds be transferred in the local currency but for the cashier to say that the funds will be transferred in GBP. Because of this when the funds were returned the amount returned was affected by exchange rate fluctuations.
- I understand Mrs K will be disappointed, but I'm not persuaded Nationwide has done anything wrong, so I won't be asking it to do anything further.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or

reject my decision before 1 May 2024.

Maxine Sutton  
**Ombudsman**