

The complaint

Ms H complains about Coventry Building Society (Coventry) delaying a partial transfer of a cash ISA (Individual Savings account) held with them, to another cash ISA also held with them. She says this caused a loss of interest.

What happened

In October 2023, Ms H queried an ISA transfer that was requested and actioned in January that year saying that Coventry's online procedures had prevented her being paid the correct amount of interest. Ms H asked to log a complaint about the matter to which CBS provided a full response in November.

They didn't uphold the matter as they offered a viable alternative of completing the process via telephone and, didn't find any errors made. Unhappy with their response, Ms H brought the complaint to our service and an investigator looked into it. They didn't uphold the complaint citing no errors had been made and no delay was caused with the ISA transfer.

Remaining unhappy with this outcome, Ms H requested an ombudsman review her complaint.

I believe it's helpful to mention that this complaint is very closely linked to a previous complaint that Ms H raised with Coventry in January 2023 which she also brought to this service, so below in *italics*, I've summarised what happened in *that* complaint as it's relevant to this one.

In January 2023, Ms H opened a new fixed rate cash ISA with Coventry using their online service. She attempted to fund this by transferring part of an existing Coventry ISA into it however, CBS didn't allow this transfer via the website. Ms H telephoned a branch of Coventry and was incorrectly informed she could complete the transaction by sending a secure message to Coventry with her instruction, which she duly did.

Coventry responded the next working day to advise the incorrect information but assure Ms H that the transaction could be completed by telephone or, by completing a transfer form which they could send by post; Ms P chose the latter and duly returned the form to Coventry who processed the transfer.

They upheld the aspect of the complaint that related to information they gave to her and offered £50 compensation, but didn't uphold the process. They also offered to backdate the transfer by 1 day although Ms H wanted it to be backdated by 5 days. Ms H brought this to our service and after an investigator looked into it, they didn't uphold the matter saying Coventry provided a fair outcome. Unhappy, Ms H asked an ombudsman to look into this which they did, agreeing with the investigator that it could not be upheld, Coventry had provided a fair outcome and were not required to do anymore.

Ms H then raised a service complaint with our service and after another ombudsman investigated, they awarded compensation for the delay in the case whilst it was with us, which Ms H accepted. The matter was then closed as we had officially reached the end of our involvement in the dispute.

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.

In view of the above and to create clarity, I'm only acknowledging, and not addressing any aspect in detail that Ms H has raised in this complaint, which was raised and addressed in the previous complaint. Doing so would not be following this service's procedures as we cannot alter a previous ombudsman's decision. I hope Ms H understands.

That said, I have looked at the information Coventry has supplied to see if it has acted within its terms and conditions and to see if it has treated Ms H fairly. The crux of *this* complaint appears to be around a grid card that Coventry supply to its customers to use online banking. As the previous complaint and this one have crossed over in terms of dates, for clarity, I'd like to quote Ms H's text from the complaint form that she completed in December 2023 for this complaint which reads "*I did not have GRID CARD allowing telephone access so I could not transfer money into ISA by telephone causing delay and loss. The Society now say that I could have done so, whereas Terms of Business say otherwise. GDPR delayed and incomplete regarding SAR*".

I've been assured and seen evidence supplied by Coventry that a grid card is not required to complete an ISA transfer by telephone, so I wanted to address this.

The alleged delay in the transfer of the ISA is in my view mainly down to Ms H electing to have the form sent in the post rather than pursuing attempts to do this via the telephone. I'm aware this has been addressed in the previous complaint, and by our investigator in this one therefore I'm not going to commit any more time to it. I can see that Ms H was frustrated by the process, but I think it is a fair means of actioning a customer's instructions.

Within her communications with our investigator, Ms H mentioned a 'disproportionate' penalty charge which Coventry want to raise for 'exiting their ISA contract' but this isn't the complaint issue. If she wishes, Ms H can take this up with Coventry to give them the opportunity to investigate and respond in full. She may then refer her complaint to us if she wishes.

Looking over the information Ms H has sent for not only this complaint but the previous matter, I'd like to reiterate that this service is an informal, impartial dispute resolution service. When arriving at our decisions, our remit is on determining whether we feel a fair or unfair outcome has occurred, from an impartial perspective. Whilst we do take relevant law and regulation into account, were not a regulatory body or a Court of Law and don't operate as such.

I know Ms H will be disappointed with my decision but as I stated earlier, I must base my decision on the evidence and facts presented and in particular, in the absence of anything new which may affect the decision, I cannot uphold this complaint or reasonably require Coventry to do anything further.

My final decision

For the reasons I have given it is my final decision that the complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H to accept or reject my decision before 15 April 2024.

Chris Blamires
Ombudsman