

The complaint

Mr M is unhappy with the service he received from Cater Allen Limited surrounding a transfer he wanted to make.

What happened

Mr M had a Euro account with Cater Allen and wanted to make a transfer to a Euro account he held with another provider. Mr M initially tried to instruct the transfer via online banking, but when he did, he was informed that Cater Allen would convert the transferred amount to GBP, which Mr M didn't want. Mr M then sent a secure message to Cater Allen asking how he could instruct a Euro-to-Euro transfer via online banking, but the response he received from Cater Allen wasn't helpful.

Mr M called Cater Allen and was told that Euro-to-Euro payments couldn't be instructed online. Cater Allen's agent offered to take a verbal transfer instruction from Mr M, but Mr M wanted Cater Allen's agent to take the transfer information from the secure message he'd previously sent, rather than repeat the information to the agent. But Cater Allen's agent didn't have access to the secure message that Mr M had sent. Frustrated by not being able to instruct the transfer as he would like, Mr M raised a complaint.

Cater Allen responded to Mr M and confirmed that Euro-to-Euro transfers can't be instructed online and that their telephony process requires an account holder to verbally describe the transfer that they wish to make. However, Cater Allen did apologise to Mr M for the trouble and frustration he'd incurred when trying to instruct the transfer and offered to pay £100 to him as compensation for what had happened. Mr M wasn't satisfied with Cater Allen's response, so he referred his complaint to this service.

One of our investigators looked at this complaint. But they felt the response Cater Allen had issued to Mr M's complaint already represented a fair resolution to what had occurred. Mr M remained dissatisfied, so the matter was escalated to an ombudsman 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.

Mr M has explained that his dissatisfaction with Cater Allen begins with events that precede those which I've explained in the previous section. But this service is only able to consider points of complaint that have previously been referred to the respondent business and which the business has had the opportunity to consider and formally respond to.

In this instance, having reviewed Cater Allen's complaint notes and the complaint response letter provided by Cater Allen to this service, I'm satisfied that the scope of what I can consider here is limited to that which I've described above. Accordingly, if there are other aspects to Mr M's complaint which don't fall within the scope of this review, I can only refer Mr M to Cater Allen to formally raise those points as a complaint with them. And, after Cater Allen have had the opportunity to consider and respond to those points, it may be the case

that Mr M has the right to refer that new complaint to this service, should he wish to do so.

Accordingly, moving forwards, I will only refer to aspects of Mr M's complaint that I consider to be within scope here. And if Mr M notes that I haven't referred to an aspect of his complaint, it should be taken that I don't consider that aspect of fall within the scope of what I can consider here, and that I feel that Mr M may have the right to raise that aspect of his complaint with Cater Allen directly.

In consideration of the complaint as I've described it in the preceding section, I can appreciate how it would have been frustrating for Mr M to have sent a secure message to Cater Allen asking how to instruct a Euro-to-Euro transfer via online banking, only to receive a response which didn't address the question that he'd asked.

Having received the poor standard of response that he did, Mr M called Cater Allen. I can appreciate how Mr M might have been frustrated to learn at that point that he couldn't instruct a Euro-to-Euro transfer online. But it's for Cater Allen to decide what functionality they include on their online platform, and it's outside the remit of this service to instruct a business to change their operational practices.

Similarly, I can understand that Mr M might be frustrated that Cater Allen's agent didn't have access to the secure message he'd sent, and that Cater Allen required a verbal instruction to be given on the telephone. But Cater Allen have confirmed that the requirement for a verbal instruction to be given is a part of their process. And as explained, it isn't within the remit of this service to instruct Cater Allen to change their processes.

As such, regardless of whether Cater Allen's agent had access to Mr M's secure message or not, Mr M would still have had to provide the transfer information to Cater Allen verbally. And while I appreciate that Mr M would have preferred Cater Allen's processes to be different, I feel that it's ultimately for Mr M to comply with Cater Allen's requirements in such regards, rather than to expect Cater Allen to comply with his.

Mr M did successfully instruct the transfer that he wanted on 14 September 2023. But Cater Allen cancelled the instructed transfer by mistake, which meant that Mr M had to call Cater Allen on 18 September 2023 and repeat the instruction. And because Mr M was transferring money from his non-interest bearing Cater Allen Euro account to a Euro account that did attract interest, I'm satisfied that Mr M has lost out on four days of interest on the transferred balance because of Cater Allen's mistake. Accordingly, I'll be instructing Cater Allen to reimburse this lost interest amount to Mr M.

Mr M has explained that his ultimate intention was to exchange his balance from Euros to GBP, and that the account he was transferring to offered a better currency exchange rate than Cater Allen did. And Mr M feels he's incurred exchange rate loss because the exchange rate moved against him during the period he couldn't transfer his money.

But, as explained, I feel that there's only a four-day period for which Cater Allen should fairly be considered accountable here. And so, if Mr M can demonstrate to Cater Allen that he did incur an exchange rate loss during that four-day period, then Cater Allen should reimburse the demonstrated loss amount to Mr M.

Finally, Mr M is unhappy that Cater Allen haven't been able to provide recordings of telephone calls that he engaged in with their staff. Cater Allen have explained that they've tried to recover the calls that Mr M refers to but have been unable to do so. This is unfortunate. But given the scope of this complaint and my review of it, I don't feel that the absence of these calls is likely to have any effect on the outcome I've arrived at here.

All of which means that I don't feel that Cater Allen have acted unfairly to Mr M in the manner that he contends here. And I feel that the apology and offer of £100 compensation for the trouble and frustration that Mr M incurred before receiving the correct information about how he was required to instruct a Euro-to-Euro transfer is a fair amount.

It therefore follows that, while I will be upholding this complaint in Mr M's favour, I'll only be doing so to formally instruct Cater Allen to pay the £100 to Mr M that they've already offered to pay. And I won't be issuing any further or alternative instructions to Cater Allen beyond this. I realise this won't be the outcome Mr M was wanting. But I hope that he'll understand, given what I've explained, why I've made the final decision that I have.

Putting things right

Cater Allen must pay £100 to Mr M.

My final decision

My final decision is that I uphold this complaint against Cater Allen Limited on the basis explained above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 14 May 2024.

Paul Cooper
Ombudsman