

The complaint

Mr M's account with Nutmeg Saving and Investment Limited ('Nutmeg') had an investment pot and an unallocated cash pot. His complaint mainly relates to the unallocated cash pot.

On 7 March 2024 ('the date') he made a withdrawal from the unallocated cash pot and then complained, on the same date, that he could not see any record of it (that there was 'nothing on the system', nothing about the withdrawal in the Nutmeg app, and that the Nutmeg website only showed a separate pending 'investment withdrawal request'). He was unhappy with Nutmeg's response to the complaint, so he referred the matter to our service. He also highlighted two online chats he conducted with Nutmeg on the date, which he says were unhelpful because the officials involved in the chats lacked understanding/awareness and training.

Overall, Mr M considers that he endured a poor and detrimental service and that Nutmeg failed to discharge its Consumer Duty ('CD') obligations in terms of 'consumer understanding' and 'consumer support', and he seeks compensation.

What happened

One of our investigators looked into the complaint. He concluded that it should not be upheld.

The investigator mainly noted the following:

- During the first online chat, Nutmeg addressed both the investment and cash withdrawals. It said the former should be visible on the account dashboard and that the latter will be visible on its next trading day (the following Monday). Nutmeg's operations involved two trading days per week and it is not uncommon for firms to have specific days dedicated to trading. The official granted Mr M's request for written confirmation of both withdrawals, and emails in this respect were duly sent to him later on the date. The pending withdrawals were showing on the account by the next week.
- In the second chat, the responding official only mentioned the investment withdrawal, he was unable to address the cash withdrawal and said he was unsure about it when Mr M referred to it. Nutmeg upheld this aspect of the complaint and apologised for the service Mr M received during the chat.
- Nutmeg has also said that unallocated cash pot withdrawals are not visible as pending in the account because the pot is inactive, but the withdrawal screen gave notice that the withdrawn funds would be in Mr M's bank account within three to seven business days.

The investigator then found that the service Mr M received could have been better, especially with regards to the second online chat; but Nutmeg's apology for that is sufficient, it should not have to do more; his enquiry about the cash withdrawal was already being treated by the official in the first chat; his enquiries were addressed during the first chat and

in the email confirmation sent later on the date; and with regards to Nutmeg's CD obligations, it provided Mr M with the relevant information within a reasonable period of time, the transaction was carried out as expected, there was no loss, service in the second chat could have been better, but Nutmeg has apologised for that.

Overall and for all the above reasons, the investigator did not uphold the complaint.

Mr M disagreed with this outcome and asked for an Ombudsman's decision. He mainly said – he did not think the investigator had been fair, objective and unbiased; questions and requests for documents he had raised had not been answered by the investigator; contrary to Nutmeg's claim, the cash withdrawal was not visible on the account; no weight has been given to the time he wasted in the matter (including or especially in the second online chat); and he maintains his claim for financial compensation and his pursuit for an admission from Nutmeg that it breached its CD obligations.

The matter was referred to an Ombudsman.

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 acknowledge that Nutmeg's CD obligations towards Mr M form a key part of his complaint. Those obligations were engaged in his complaint's events because they (the events) happened after the CD for open products came into effect, and his Nutmeg account was an open product. However, before addressing this aspect, I consider it helpful to make findings on the facts.

The facts are broadly undisputed, and undisputable. They are confirmed by the documents that have been shared with us. In the main, the relevant events on the date (and thereafter) mainly featured written correspondence and records – the online chats, the emails sent to Mr M and the account's records.

The date was on a Thursday. The first online chat started at 12:48:54 and lasted around half an hour. Mr M says Nutmeg terminated the chat prematurely. It is not clear from the chat transcript that the official did this. However, by the time the chat ended the official had confirmed both withdrawals, granted Mr M's request for written confirmation, sent the confirmation email for the investment withdrawal and promised to send the confirmation email for the cash withdrawal after conducting checks with Nutmeg's payments team. Therefore, the issues raised in the chat appear to have been resolved and concluded within it.

I acknowledge that Mr M was/is offended by how the chat ended. Around two minutes into the second online chat transcript Mr M refers to being cut-off in the first chat. For this reason, I consider that the first chat was probably disconnected, but I remain without grounds to find that such disconnection was intended, and/or purposefully done, by the official.

In the first chat, Mr M queried the absence of record for his investment and cash withdrawals. The official confirmed both withdrawals. With regards to the investment, the official explained that it should be visible on the dashboard and that it will enter the account's transaction history after the investment's liquidation. For the cash, the official said it would show in the transaction history by the following Monday. Mr M was unhappy with this and asked for the written withdrawal confirmations I mentioned above.

The official's email confirming the investment withdrawal is time stamped "1:14:12 PM", its

contents accurately refer to the investment value withdrawn and it stated that the withdrawal typically took three to seven days to complete. The email also said – *“I will get back to you regarding your second withdrawal at the earliest”*. The same official then emailed Mr M at 2:38:12 PM with confirmation of the cash withdrawal, alongside reconfirmation of the investment withdrawal. The correct cash withdrawal value was stated and the email says payment to his linked bank account should happen by 14 March 2024.

The second online chat, with a different official, happened in between both emails. It started at 13:23:39 (or 1:23:39 PM) and lasted around 25 minutes. Mr M made the same enquiries, but the official could only address the investment withdrawal. He (the official) said he was *“not quite sure what cash”* Mr M was referring to. Mr M was dissatisfied with this and said he wished to complain, and the chat ended on that note shortly thereafter.

There is no claim from Mr M that he never received the withdrawals or that the amounts received were inaccurate, so his complaint is mainly about the service he received on the date.

The chat transcripts and emails show that by the time Mr M concluded the first online chat, Nutmeg had confirmed both withdrawals to him, he knew they were being processed within its system, he had been sent email confirmation of the investment withdrawal around the tail end of the chat and that email had repeated the promise made by the official during the chat – the promise that a separate email will be sent to him to confirm the cash withdrawal.

As the first chat was probably disconnected, I can understand why Mr M might have felt the need to embark upon the second, but it does not seem like there was anything else to discuss in the second chat. In this respect, he says the disconnection happened before he could raise a complaint or save the chat. However, with regards to his enquiries, they appear to have been dealt with before the disconnection. The first chat addressed his enquiries about both of his withdrawals. The second chat began around 10 minutes after the first email confirmation (about the investment withdrawal). Even if he did not read it before beginning the second chat, he would have read it thereafter. Furthermore, the second email was sent to him under an hour after he ended the second chat.

I make the above observations to show that Mr M's concerns about his withdrawals were, in the main, addressed within the first online chat. He was entitled to have visibility of those withdrawals, and I address that below, but the fact is that Nutmeg confirmed to him during the first chat that both withdrawals had been recorded and were being processed. During that first chat he received written confirmation of the investment withdrawal, and within an hour and half of ending that chat he received the written confirmation of the cash withdrawal. I repeat these findings to emphasise the relative timeliness of the confirmation emails sent to him.

I agree with Nutmeg and the investigator that there was poor service in the second chat, because the official failed to identify and address the cash withdrawal, but I also consider that Nutmeg's apology for that is enough. Overall, the lack of answers in the second chat stood in the context of the answers Mr M had already received in the first chat and the answers in the emails he received before and after the second chat. Therefore, he was given the information he sought, and that happened somewhat instantly in the first chat, before being repeated in the emails.

With regards to visibility, a part of the first chat transcript suggests that the investment withdrawal was already visible, at least on the account's dashboard, and that Mr M acknowledged that. The official said to Mr M *“You should be able to see this message on your dashboard “You have £1,204.22 funds earmarked for withdrawals, and your investments will be updated when the sale of your assets has taken place.”*. In response, Mr

M said “OK but not on the app. Jow [sic] about the cash”.

As I said earlier, Nutmeg’s explanation was that the cash withdrawal would show in the transaction history on the following Monday. I have checked its terms for the account and withdrawal related information on its website, and it is confirmed that all withdrawals must go through the same process, beginning with execution on a Monday or Thursday. As Mr M’s request was made on a Thursday, this meant the next execution day was Monday. A transaction statement screenshot shared with us shows that the withdrawals were showing as pending by 13 March 2024.

Overall, on balance and for the reasons given above, I do not consider that Nutmeg needs to do anything beyond the apology it has given Mr M for the poor service he experienced in the second online chat, and I do not find grounds for the financial compensation he seeks. No financial loss was incurred in the matter and, overall, his enquiries were accurately addressed in a timely fashion.

Mr M has raised the Consumer Duty in his submissions. The Duty requires a business to act to deliver good outcomes for retail customers. However, the Duty does not mean that individual customers will always get good outcomes or will always be protected from poor outcomes. It is about the outcomes that result from the business’ actions – considering what it knew or could reasonably be expected to have known at the relevant time.

In acting to deliver a good outcome, a business should act in good faith, avoid causing foreseeable harm to customers and support its customers to pursue their financial objectives. I have taken all of this into account in considering what is fair and reasonable in the circumstances of this case.

With regards to Nutmeg’s CD obligations, isolating the second online chat (and addressing that alone) gives support to Mr M’s argument that there has been a breach. Its *consumer understanding* and *consumer support* related obligations were engaged in this chat, as was the CD’s overarching Principle requiring firms to pursue the delivery of good outcomes for their retail clients and to support their clients in this regard. Taken in isolation, Nutmeg probably failed to discharge these obligations during the second online chat. It was a failure in service for the official, during that chat, to be unable to identify and address the cash withdrawal – especially as, minutes earlier, his colleague had done so.

However, it would be unreasonable to single out the second online chat, to determine the complaint only on that basis and to ignore the relevant events either side of it. As I have addressed, above, the events either side of it (the first chat and the two emails) competently and accurately dealt with Mr M’s enquiries, and it could even be argued that the first chat achieved that on its own, before being supported by the two emails.

On balance, in the full context of the complaint, based on its facts and based on my findings above, I consider that, overall, Nutmeg discharged its CD obligations to provide the information Mr M needed and asked for, to aid his understanding of how the withdrawals were to be processed before they reached him and to support him in the enquiries he raised and concerns he had. The second online chat was an isolated failure on its part, but that did/does not define its overall service and its apology for that is enough.

My findings address some of the comments made by Mr M in response to the investigator’s view. With regards to the others –

- I have not found any grounds to say the investigator handled the complaint unfairly or with bias. Furthermore, I have reviewed the complaint independently and afresh, and I have given reasons (as set out above) for my conclusions.

- I have considered the queries Mr M put to the investigator. As far as this decision and the task of determining his complaint are concerned, I am not persuaded that the queries (or answers to them) stand to alter my findings.
- He asked for confirmation from Nutmeg that the transaction statement screenshot was sent to him; for an explanation as to why neither of the officials from the chats directed him to the relevant screen; for an explanation as to why the official in the second chat did not understand his reference to the cash withdrawal; for confirmation of the evidence we have asked Nutmeg for and received; for confirmation of which party has the onus to prove or disprove breach of the CD; and for confirmation of our approach to CD cases.
- I appreciate the strength of feeling Mr M has for his complaint and, with this in mind, I can understand why he made these enquiries. However, as demonstrated above, I have considered the evidence required to determine his complaint and I have reached a conclusion on that basis. I have also applied the CD in doing so. With regards to his requests for explanations from Nutmeg, we cannot respond on its behalf, and the requests do not change evidence of what actually happened on the date, which is what is relevant to the complaint.

My final decision

For the reasons given above, I do not uphold Mr M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 23 October 2024.

Roy Kuku
Ombudsman