

## **The complaint**

Ms T complains that Shawbrook Bank Limited (Shawbrook) have provided two statements for the same accounting period with two different balances.

## **What happened**

On 27 December 2023, Ms T requested a £6,000 ISA transfer from her previous provider to Shawbrook. When Shawbrook received the cheque from the previous provider, it backdated it to the 29 December 2023. Ms T was confused by this, as she said Shawbrook's terms and conditions and the 'important notes' section on her statements say that cheques should be credited to the account the same working day they are received.

Shortly after this, Ms T reviewed her official yearly statement from Shawbrook. It covered the period between 10 January 2023 to 9 January 2024. When comparing this statement to her online statement for the same period, she noticed it was differing by £6,000, the amount on the ISA cheque. She complained to Shawbrook, stating that it hadn't followed its own terms and conditions by not crediting the cheque on the day it was received and as a result she now had two conflicting statements for the same period of time.

Shawbrook said it received the ISA cheque on the 11 January 2024 and that its process was to backdate ISA cheques to the day after it receives the request form and that it hadn't done anything wrong. It explained the difference in the statements was because the date the cheque was uploaded onto its system (and subsequently backdated) was after the production of the yearly account statement.

Ms T was surprised by this. She explained that the money was still with her previous ISA provider until 4 January 2024, therefore questioned why it would be noted as received by Shawbrook before it had left the previous provider. Shawbrook was unable to answer this question satisfactorily, so Ms T contacted us. She said Shawbrook hadn't followed its terms and conditions and that all documents should be accurate and reliable. She also reflected that bodies such as HMRC rely on its accuracy. She asked for us to ensure that the statements are correct and aligned and that she is compensated for the trouble and upset caused. She was also concerned that the interest paid may not be accurate due to the confusion with the date the cheque was inputted.

One of our investigators reviewed the complaint and after our involvement, Shawbrook agreed that it had made errors in processing the cheque. It informed us that it should have backdated the cheque to 5 January 2024 rather than the 29 December 2023 to ensure no interruption to the ISA wrapper continuity. It also said that the terms and conditions referred to personal cheques rather than ISA transfer cheques.

The investigator upheld the complaint and asked Shawbrook to correct the statement if possible and to ensure Ms T is paid the correct amount of interest for the period. She noted Ms T had already been paid some compensation so didn't feel more was warranted.

Ms T didn't agree, she said that the compensation already awarded was for unrelated complaint points and therefore should not be taken into consideration. She also said that the

terms and conditions did cover ISA cheques as it referenced them several times throughout the document.

Shawbrook replied to say that it agreed it had made an error but was unable to update the statement as its systems would not allow it to do so.

Ms T said that she couldn't understand why Shawbrook wouldn't be able to correct a mistake it has made. She said that in resolution to this complaint she wants the date on the statement to be amended to be in line with Shawbrook's official terms and conditions, even if that meant she potentially lost interest and to be compensated for the multitude of errors that have occurred.

After further conversations with both Ms T and Shawbrook, our investigator completed another view stating that, having had a further review of the terms and conditions, she agreed with Ms T that it does look like it covers ISA cheques as well as personal cheques and if there was a different process for ISA cheques, it is not made clear. As Ms T had suggested she wanted the cheque to be added in line with the terms and conditions, the investigator requested that Shawbrook recalculate the interest payable on the account to reflect this and to compensate Ms T £250 for the trouble and upset caused. She noted Ms T's request to amend the statement but said as Shawbrook had informed her this is not something its system can do, she cannot request it to do it.

Ms T remained unhappy. She requested an ombudsman review the complaint, so it was passed to me. I have communicated with both Ms T and Shawbrook to see if there is a way forward with this complaint that both parties would be happy with. Whilst Shawbrook has reiterated that it is unable to amend the statement to reflect the date change, it said it could issue a letter confirming the error to Ms T that she could pass on to HMRC if it was needed. It also agreed to increase the level of compensation to £350 and said it would amend the interest and provide a breakdown of the interest calculation if required.

Ms T still didn't think this was acceptable. She informs me she doesn't believe that Shawbrook can't change the date on the statement. She has also noted that on our website it states that we will ensure the business puts things right if we think it has treated customers unfairly and that we would tell it what it should do to put things right. She therefore wants us to instruct Shawbrook to change the statement to reflect the correct date.

### **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 appreciate how strongly Ms T feels about this complaint. She has raised a number of points and although I may not mention every point raised, I've considered everything she has said but limited my findings to the areas which impact the outcome of the case. No discourtesy is intended by this. It just reflects the informal nature of our service.

Our rules require me to determine a complaint by considering all the evidence from both parties in order to decide what's fair and reasonable in the circumstances. Where the available evidence is contradictory, incomplete, or even missing altogether, I have to reach my conclusions on the basis of what is most likely to have happened on the balance of probabilities. Having reviewed the complaint fully, I can see there has been lots of conflicting and confusing information given, particularly from Shawbrook.

I am pleased to see that Shawbrook has now accepted that an error has been made and that the cheque should not have been backdated to 29 December 2023. It explained that it

received the cheque on the 8 January 2024 and processed it on the 11 January 2024 but that it should have backdated it to 5 January 2024 to ensure interest continuity, rather than 29 December 2023. Shawbrook also informed us that the information on processing cheques in the terms and conditions and in the 'important notes' section of the statements refers to personal cheques only, not ISA transfer cheques.

While I appreciate Shawbrook may have its own internal policy, having reviewed the terms and conditions and the 'important notes' section on the statements, I can see why Ms T would be under the impression that the ISA transfer would be treated in the same way as personal cheques. Ultimately, Ms T understood Shawbrook to be dealing with a cheque and so she based her understanding on the available information about personal cheques. What was actually happening was that Shawbrook had received a cheque from another ISA provider in order to facilitate an ISA transfer, which is subject to a different, internal policy that Shawbrook has. So, I think at the point that Ms T made Shawbrook aware that her understanding of what should have happened was based on the publicly available terms, – it should have done more to help her understand the correct process and procedures here.

Ms T has said that even if the cheque had been backdated to 5 January 2024, it still wouldn't rectify the situation of having two different balances for the same accounting period as the impact of the cheque being backdated to the 5 January 2024 would have the same impact as the cheque being backdated to the 29 December 2024, as the official statement accounting period had concluded by the time it was processed. I agree, the statements would still not match.

Ms T has said that she would like the cheque to be added to her statement from the 11 January 2024, which was the date the cheque was processed and Shawbrook has agreed to provide a letter she could produce to HMRC if required, stating that it had made an error and that it should have been added as of 11 January 2024. While I appreciate this isn't the resolution Ms T wants, I think that in the circumstances, this is a fair and reasonable thing for Shawbrook to do as it has informed us it doesn't have the ability to change the date on the online statement.

In saying this, I have taken account of Ms T saying that Shawbrook can and should change the date on the system. But Shawbrook is saying that it can't and I find its explanation as to why to be reasonable. In any event, this isn't having any impact on her at the present time, beyond the frustration and confusion caused by the date on the online statement.

Nor is it clear what, if any, impact this will have on her in the future. In any event though, by agreeing to provide a letter to explain the situation, – Ms T has documentation from Shawbrook that she can provide to any other institution (such as HMRC) that may raise concerns about these records. I think that's a fair and reasonable way of resolving the issue in the circumstances.

Ms T has said that it's our role as a service to ensure that a business puts things right. Her interpretation of what this means in the circumstances here is that Shawbrook should correct the balance. I see her point, but my role is to be independent and impartial in deciding what's fair and reasonable in all the circumstances of a complaint. So, while I understand what Ms T wants, – I think that the fair and reasonable resolution to this matter would be that Shawbrook issues her the letter mentioned above. That's not exactly what Ms T wants, but looking at this from both sides, I'm satisfied it represents a fair resolution to the complaint, even if I accept Ms T will see it differently.

Ms T is also concerned that the interest applicable on the account may have been compromised due to the errors on the account. I agree it has been difficult to establish when

interest relating to the ISA cheque started. We have asked Shawbrook to provide Ms T with a breakdown of the interest and send it to her directly.

As Shawbrook hasn't been able to change the date on the statement and hasn't been clear regarding the interest applicable, I suggested raising the compensation to £350 which Shawbrook agreed to. I believe this, alongside a letter of explanation to be used if needed, is sufficient to conclude this complaint, therefore I won't be asking Shawbrook to do anything further.

### **My final decision**

I am upholding this complaint. To conclude, Shawbrook Bank Limited should:

- Send Ms T a letter, explaining it caused the error and that the cheque should be considered as being added on the 11 January 2024
- Pay Ms T £350 trouble and upset for the errors that have occurred.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms T to accept or reject my decision before 20 February 2025.

Sarah Green  
**Ombudsman**