

The complaint

Miss N complains Yorkshire Building Society (YBS) provided poor customer service when she attempted to transfer her ISA's to another provider.

What happened

Miss N says she held two Individual Savings Accounts (ISA) with YBS and in early August 2023 requested the transfer of these from another provider. Miss N says the other provider informed her the transfers had failed because of a mismatch of information and YBS had suggested the accounts weren't ISA's. Miss N says she called and visited YBS, and she was informed by the branch staff the information she had given to the new provider was correct.

Miss N says she revisited a branch of the new provider who completed the ISA transfers, but these were again rejected by YBS. Miss N says she then called YBS again who confirmed the information was correct. Miss N says she missed the deadline date, but the new provider back dated the interest, and the ISA transfers were eventually completed on 5 October 2023 and 23 October 2023.

Miss N wants YBS to compensate her for the inconvenience and trouble and upset this matter has caused.

YBS says it received the transfer requests from the other provider on 29 September 2023 and both accounts were transferred on 2 October 2023. YBS says it has no record of any earlier transfer request from the other provider and such transfer requests are automated. YBS says Miss N is a regular branch visitor and if it had been asked it would have given her the ISA account details. YBS says it hasn't made any errors.

Miss N wasn't happy with YBS's response and referred the matter to this service.

The investigator looked at all the available information and upheld the complaint.

The investigator felt while YBS couldn't be held at fault for the earlier online ISA transfer request, but when Miss N informed her of the issues it should have provided more assistance to Miss N to ensure the transfer went through smoothly. The investigator says YBS should pay Miss N £150 for the trouble and upset this caused, which could have been prevented, if YBS had provided better help and support here.

YBS didn't agree with the investigator's view and asked for the matter to be referred to an ombudsman for a final decision.

I sent both sides a provisional decision, where I said :

I've considered all of the evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Having done so, I have come to a different outcome, and I will explain how I have come to my decision.

I can understand it would have been both frustrating and upsetting for Miss N when she tried to transfer her ISA's from YBS to another provider. When looking at this complaint I will consider if YBS were responsible for the reason why Miss N's ISA transfers were delayed and if it could have done more to support her in the process.

Both Miss N and YBS have provided this service with comprehensive details of the events here and while that has proved helpful, I won't be commenting on every point made as I don't feel it's necessary in order to come to a full and impartial decision here. That's not to say I haven't considered everything - I have. It's just that I don't feel it's necessary in order to come to a decision on what's fair and reasonable.

Miss N's complaint centres around the fact she attempted to transfer her two ISA's from YBS in August 2023 and due to the fact it failed to provide her with the correct account details, it resulted in the delay of the transfer and caused her unnecessary upset and inconvenience.

While I understand the points Miss N makes here and I understand this would have been upsetting for her, I'm not fully persuaded by her argument that the issues she faced were of YBS's doing.

The first thing to say here is it remains the responsibility of the customer and the new provider to ensure the correct details are provided on the transfer instructions to the existing ISA holder. It's worth saying here the process is initiated by the new provider and the transfer documentation for that is provided by them. It's also fair to say that the initial transfer would have been conducted online by Miss N and therefore YBS had little or no involvement on what information was contained within those instructions. So, with that in mind as pointed out by the investigator, YBS can't be held at fault for any delays in the initial transfer requests.

From the information I have seen, Miss N says she visited a branch of YBS and although it took no part in completing the transfer documents, it did confirm her account details and she then used this information to complete the transfers for a second and third time.

While it's not possible for me to know what was said in that branch visit, I don't doubt Miss N may have been told her account details and in fact from a paper copy of the transfer form she provided to this service, those details seem to be correctly recorded on the other provider's transfer form. What isn't known of course is even though Miss N may have subsequently completed the transfer forms correctly, what information the new provider then sent on to YBS, on what is after all an automated system.

What I should emphasise here is that I can only provide a full and impartial decision based on the information I have seen. Here from the detailed back-office records provided by YBS, there's no evidence of any failed ISA transfer attempt by the new provider, or that it ever told them it couldn't accept the transfer for any reason. What I have seen are details of a transfer request for both ISA's being received by YBS on 29 September 2023 and the funds for these accounts sent to the new provider on 2 October 2023. So, I'm satisfied it dealt with that request in good time here and it's not clear why the new provider took as long as it did to credit one of Miss N's new ISA's.

So, with that in mind it's not possible to say with any certainty that YBS were at fault for the delay in the ISA transfers here. While I understand the point the investigator makes regarding YBS providing more assistance, from my understanding it was never asked to help complete the transfer request only to confirm Miss N's account details. So, it is unreasonable to say here that YBS should be expected to complete as standard practice, another bank's documentation as part of this process, after all that's the role of the new provider. What I would expect is for it to provide the details Miss N requested from it and from what I have

seen it did that in a timely and efficient manner.

So, as I mentioned earlier I can't hold YBS responsible for what information the other provider may have sent them, but there's no evidence to suggest YBS rejected two previous transfer requests, that were correctly completed by the new provider.

With that in mind I can't say YBS were at fault here and while Miss N will be disappointed with my decision, I won't be asking anymore of it here.

I gave both Ms N and YBS until 10 September 2024 to respond to my provisional decision. Miss N has responded but YBS have made no further comment, so the case has been passed back to me to make 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.

Miss N has provided further commentary for me to consider. While Miss N has reluctantly accepted my provisional decision she has suggested that YBS reviews its ISA transfer system, as she has a friend who is experiencing similar issues.

While I understand the points Miss N makes I can only consider the circumstances and evidence surrounding the individual circumstances of this complaint and as I have already said there's no evidence to support Miss N's argument that YBS were at fault for the delay in the ISA transfer for the reasons explained before. I should also point out it's not my role to tell YBS how its systems should operate given there's no clear evidence it was at fault here.

With that in mind I see no need to change or add to my provisional decision, so my final decision remains the same.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss N to accept or reject my decision before 22 October 2024.

Barry White
Ombudsman