

The complaint

Mr D complains that Starling Bank Limited (Starling) delayed making a foreign transfer payment for him. He is concerned this is as a result of a previous complaint he made. He would like reassurance this is not the case and compensation for the distress and inconvenience.

What happened

The details of this complaint are well known to both parties so I won't repeat them again here, instead I will focus on giving the reasons for my 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.

Having done so I have reached the following conclusions:-

- I appreciate one of Mr D's concerns is that he has made several different complaints about Starling. He feels the issues in total indicate he is being unfairly treated as a result of a previous complaint to this service which was upheld with compensation awarded. I appreciate his point but as I understand it he has raised issues individually and as such these will have been treated individually. That means that in this complaint I can only consider Starling's actions in relation to the specific issue he raised on his complaint form – that is the delay in making a foreign transaction which resulted in Mr D cancelling the transaction.
- As I understand it, Mr D wanted to make a foreign payment on 23 February 2024. This was a payment to a recipient he had previously successfully made a payment to on 23 December 2023. Starling has explained that in the intervening time additional information to comply with UK legislation and regulation was needed as the country Mr D wanted to make the payment to had been raised to a high-risk jurisdiction. Although the elevation to high risk status came about in December 2023, as I understand it, the additional due diligence requirements didn't come into effect until January 2024. This explains why the December payment wasn't subject to further checks but the February one was. Starling has to comply with relevant law and regulation.
- Even if new legislation and regulation hadn't come into force Starling has also explained that to protect customers it has made some changes in how it handles payments meaning it can take longer to review payments. It's not for us to tell businesses what processes and policies to use. Starling has a duty to protect customers so it's not unreasonable if it has instigated changes to ensure this. Additionally, its terms and conditions, which I have seen, allow it to hold and review payments to protect the account and the account holder.
- I don't feel the information Starling requested was unreasonable and I feel its

explanations as to why it wanted more information are clear and reasonable and don't lead me to conclude it was in any way disadvantaging Mr D due to a previous complaint made to this service.

- Mr D has referred to a message from Starling on 26 February 2024 which I have seen saying the payment had been sent for approval. But sending something for approval isn't the same as saying the payment is going ahead. Clearly the call handler could recommend approval but the final decision as to whether the payment was made wasn't hers to make.
- I appreciate Mr D has said he made the payment with another provider but at a less favourable exchange rate. I don't believe he has evidenced this though I have no reason not to believe what he has told us. However this was his choice, if he provided the information Starling required I see no reason why the payment wouldn't have been authorised. So, whilst I appreciate the payment may have cost him more, and that the delay would have caused some inconvenience, as I haven't found Starling to be at fault I can't reasonably ask it to compensate Mr D

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 18 November 2024.

Bridget Makins
Ombudsman