

## **The complaint**

Mr T is unhappy that The Chorley and District Building Society (“CDBS”) incorrectly rejected a transfer request that he’d submitted.

## **What happened**

Mr T held an account with CDBS. On 19 February, Mr T spoke with CDBS and asked how he could withdraw his money and close his account with them without penalty. CDBS explained to Mr T that he could instruct two withdrawals of half the account balance each over consecutive days, and that CDBS would then transfer the full balance of Mr T’s account to his nominated recipient on the next working day after the second instruction.

Mr T made instructed the first withdrawal on that same day, and then instructed the second withdrawal later that same day, but requested for 20 February, the following day. However, Mr T received a message from CDBS later on 19 February advising him that his second instruction had been cancelled. Mr T sent a message to CDBS that evening expressing his dissatisfaction and raising a complaint.

CDBS responded to Mr T’s message early the next morning, on 20 February, and apologised for what had happened. CDBS also confirmed that they had arranged for the transfer of the full £100,000 by the end of the next working day, 21 February, and had also arranged for the closure of Mr T’s account. Mr T wasn’t happy with CDBS’s response, and he also wasn’t happy that CDBS hadn’t sent him a closing statement for his account. CDBS provided a closing statement for Mr T on 29 February, but Mr T remained dissatisfied, so he referred his complaint to this service.

One of our investigators looked at this complaint. But they noted that Mr T hadn’t been financially disadvantaged by what happened and felt the apology that CDBS had issued to Mr T already represented a fair outcome to the service aspects of Mr T’s complaint. Mr T didn’t agree, and 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.

CDBS don’t dispute that they cancelled the second of Mr T’s instructions by mistake here, and they’ve explained that it was a human error wherein it was incorrectly believed by one of their staff that the second instruction must have been an unintended duplicate of the first.

Accordingly, because it isn’t in dispute that CDBS made a mistake, it also isn’t in dispute that Mr T did incur some inconvenience and frustration because of what happened. And Mr T feels that CDBS should fairly pay him some compensation because of this.

However, it doesn’t necessarily follow that because a consumer has experienced some inconvenience or frustration that an award of compensation is merited. Sometimes, an acknowledgement and an apology for what happened does represent a fair and reasonable

outcome, especially where the impact of what took place is relatively minor. And I feel that this is the case in this instance.

Notably, CDBS's error didn't result in any delay to Mr T receiving his money from CDBS. I say this because had CDBS not cancelled Mr T's second instruction, Mr T would have received his full account balance from CDBS on 21 February. And Mr T did receive his full account balance from CDBS by 21 February, which means that there was no financial impact because of what happened on Mr T.

This means that the impact of what happened on Mr T is limited to the additional actions that he had to take. These include that Mr T had to respond to CDBS's message that his second instruction had been cancelled and later request a closing statement from CDBS. This seems like a relatively minor inconvenience to me, and I feel that it's one for which an apology does provide a fair resolution.

Mr T may also note that he was inconvenienced by not receiving his closing statement from CDBS when he should have. But again, even in consideration of this point alongside the above, this doesn't feel like something to me for which any form of compensation should fairly be merited. And if Mr T had a pressing need for any information on the closing statement, he could have contacted CDBS before the statement arrived and requested it from them.

All of which means that, while I accept that CDBS did make a mistake here, I don't feel that the impact on Mr T of that mistake was such that any form of compensation to Mr T is fairly merited. And I'm satisfied that the apology offered by CDBS, as well as the swift corrective action that they took, already represents a fair outcome to this complaint.

It therefore follows from all that I've said that I won't be upholding this complaint or instructing CDBS to take any further action here. I hope that Mr T will understand, given what I've explained, why I've made the final decision that I have.

### **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 Mr T to accept or reject my decision before 10 December 2024.

Paul Cooper  
**Ombudsman**