

## **The complaint**

Mr J is unhappy that Al Rayan Bank PLC published inaccurate information about daily online transfer limits.

## **What happened**

Mr J was purchasing a property and needed to transfer a sizeable deposit amount for the purchase from his Al Rayan account. Mr J reviewed Al Rayan's online literature, which explained that his daily transfer limit during weekdays was £20,000 and that a further £20,000 could be instructed over the weekend – such that the combined weekly transfer limit was £120,000.

However, when Mr J attempted to make the transfer over the course of a few weeks using his daily limit, he found that the instruction he gave at the weekend wasn't processed until the following Monday, and that it was considered to have utilised his £20,000 daily limit for Monday. This meant that Mr J was only able to transfer £100,000 per week, rather than the £120,000 he'd expected to be able to transfer, based on Al Rayan's literature.

Because of this, Mr J had a deficit of £40,000 at the time he needed to have transferred the full deposit amount for the property transfer. And this resulted in Mr J having to arrange a short-term loan to cover that amount until he could repay that loan a few working days later. Mr J wasn't happy about this, so he raised a complaint.

Al Rayan responded to Mr J but felt that they had applied the daily limits on his account correctly and didn't uphold the complaint. Mr J wasn't happy with Al Rayan's response, so he referred his complaint to this service.

One of our investigators looked at this complaint. They felt that Al Rayan's literature was misleading, and that Mr J had experienced some worry and inconvenience as a result. As such, they recommended that Al Rayan make a payment of £100 to Mr J as compensation for the trouble and frustration he'd incurred.

Al Rayan accepted the recommendation put forward by our investigator. However, Mr J remained dissatisfied and felt that a larger compensation payment should be merited. 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.

Having done so, I'm in agreement with Mr J that the information published by Al Rayan about online transfer limits at the time of the events in question was misleading and did indicate that Mr J should have been able to transfer £120,000 per week. And I also note that Al Rayan have now updated the wording of their published information to clarify that this isn't the case and that the maximum weekly limit based on the daily limits is £100,000.

I've therefore considered the impact of the inaccurate information on Mr J. But having done so, I feel that the £100 compensation as recommended by our investigator does provide fair compensation to Mr J for what happened.

In taking this position, I've considered that this service only awards compensation for events that actually took place, and that we don't award compensation for events that might have taken place but didn't.

For instance, Mr J has said that he was in danger of losing the property, because the seller demanded the full deposit payment by a certain date. But Mr J didn't lose the property, because he was able to arrange a short-term loan from his mother. And Mr J has also confirmed that his mother didn't charge him any interest or fees for lending him £40,000 for a few days.

Accordingly, the impact on Mr J of what happened appears to be relatively minor here. And I say this because while I accept that Mr J would have been worried at discovering that he was unable to transfer his money as he'd felt he would be able to, he was able to resolve the situation by borrowing money from his mother for a few days.

Mr J has said that his mother was impacted by what happened because she had to use retirement funds to lend to Mr J. But I'm unable to consider the impact of the events under consideration here on Mr J's mother, because she is not a party to this complaint. However, speaking generally, given that it was understood that Mr J had the money, and that the only issue was that there would be a short delay in him gaining access to it, it seems to me that there was very little risk involved in the lending arrangement.

Mr J has also said that he gave his mother £300 as a thank you for lending him the money. This is commendable on Mr J's part. But I don't feel that I can reasonably instruct Al Rayan to reimburse that amount to Mr J, given that the loan was a short-term family arrangement which didn't incur any interest or fees (as would generally be expected with such arrangements) which means that any amount that Mr J paid to his mother for lending him the money was done voluntarily by him.

Ultimately, a compensation payment of £100 in consideration of Mr J having to speak first with Al Rayan and then with his mother, and to borrow £40,000 from his mother for a few days feels fair and reasonable to me. And this is in consideration of the general framework that this service uses when assessing compensation amounts, details of which are available on this service's website.

As such, while I will be upholding this complaint in Mr J's favour, I'll only be doing so to formally instruct Al Rayan to pay the £100 compensation to Mr J – which as explained, it's my understanding that they've already paid. I realise this won't be the outcome Mr J was wanting, but I hope that he'll understand, given what I've explained, why I've made the final decision that I have.

### **Putting things right**

Al Rayan must pay £100 compensation to Mr J, if they have not already done so.

### **My final decision**

My final decision is that I uphold this complaint against Al-Rayn Bank PLC on the basis explained above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or

reject my decision before 15 January 2025.

Paul Cooper  
**Ombudsman**