

The complaint

Mr K complains that a transfer from his account, held with Goldman Sachs international bank trading as Marcus by Goldman Sachs (Marcus), was not received in his nominee bank account the same day, as he had been led to believe.

What happened

In January 2025, on a Saturday, Mr K requested a transfer from his Marcus account to his nominee bank account to cover an overdraft. He expected the transfer to arrive the same day, however by late afternoon the money still hadn't been transferred. He said that no weekend customer support was available from Marcus, but sent an e-mail querying why the money had not been received. He said that when he carried out the transfer, he expected to receive a text but didn't do so. The money arrived the next day, but that meant he was still overdrawn at his bank.

Marcus explained that, according to its terms and conditions (Ts & Cs), transfers will take two hours or at the latest by the end of the next business day. It said that it had sent an email to Mr K explaining this. As the monies arrived within the expected timeframe, it didn't believe that it had done anything wrong.

Mr K says he made a transfer on the Sunday which did arrive on the same day. He agreed that he had received the email both on the Saturday and on the Sunday but said it was misleading.

On referral to the Financial Ombudsman, our Investigator said that as the payment was processed in line with the stated timeframe, they didn't believe that Marcus had acted unfairly.

Mr K didn't agree, and the matter has been passed to me for an Ombudsman's consideration.

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.

Marcus says that when a customer makes a withdrawal they receive a message which says:

"Your payment will be sent immediately and should arrive in your account within two hours and at the latest by the end of the next business day. Payments made over the weekend may take longer than two hours please allow up to the end of the next business day for these to reach your account."

I understand that Mr K denies having received such a message. He agrees however that he received an e-mail when he made his first withdrawal which said:

"To let you know, your payment has been successful it should be in your linked account within the next two hours or at the latest by the end of the next business day."

I don't think that message is unclear or misleading. To clarify a business day is not a Saturday or a Sunday, so as to comply with its Ts & Cs and the message, the money needed to arrive in Mr K's linked account by the end of the following Monday. And Mr K says it arrived the day after he requested the withdrawal (with the request having been made on the Saturday).

I appreciate that Mr K had previously made withdrawals from his Marcus account which had arrived on the same day. And that the withdrawal he made the next day did arrive within the two hour timeframe. But Marcus offers no guarantee that will happen and whilst I understand Mr K's anxiety at his account being overdrawn, I don't think that Marcus was at fault here.

Lastly Mr K says he has not received a copy of the Ts & Cs of the account. We would expect those to be available, online or through the app. And I note, in its response to Mr K's complaint, Marcus provided a link to those Ts & Cs. Further, in any event, as I've said, Marcus had made it clear when the customer should expect to receive a payment into their nominated account.

My final decision

I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 24 March 2025.

Ray Lawley
Ombudsman