

The complaint

Mr C complains Shawbrook Bank Limited made multiple mistakes dealing with an ISA transfer.

What happened

Mr C has an ISA with Shawbrook Bank. He has ISAs elsewhere including an ISA with a bank who I'll refer to as "B" throughout the rest of this decision.

In September 2023 Mr C wanted to transfer an ISA he had with B to Shawbrook Bank. He went onto Shawbrook Bank's website, selected "Virgin Money" from the website's drop-down menu and provided the account details of his ISA, amongst other things. His transfer request was rejected. Mr C contacted Shawbrook Bank the following day to find out why his request hadn't gone through. The advisor he spoke to said that he should have selected "Clydesdale" from the drop-down menu rather than "Virgin Money" as that's the business that matched the account details of his ISA. The advisor raised a new transfer request selecting "Clydesdale" which went through successfully. In the meantime, Mr C complained to Shawbrook Bank saying that its drop-down menu was incorrectly pre-populated.

Shawbrook Bank looked into Mr C's complaint and initially offered him £50 in compensation for the poor service he'd received. Shawbrook Bank subsequently offered him another £200 in compensation having accepted that its final response had been sent by unsecure email and hadn't answered all of Mr C's questions or provided him with all of the documents it should have. Mr C wasn't happy with Shawbrook Bank's response and so complained to our service. He wanted Shawbrook Bank to, amongst other things, update its drop-down menu.

One of our ombudsmen looked into Mr C's complaint and said that it wouldn't be fair to make Shawbrook Bank liable for the fact that he'd chosen the wrong business from its drop-down menu. They said that Shawbrook Bank would check the business that the customer had selected against the account details the customer had provided, which is what led to Mr C's request being rejected, but that it was ultimately up to the customer to select the correct business as they ought to know who their account was with. They went on to say that they could see Shawbrook Bank had raised a second ISA transfer and has done so promptly which meant that Mr C's transfer was completed within the timescale it should have been.

Mr C wasn't happy with our ombudsman's decision saying, amongst other things, that our ombudsman hadn't answered many of his questions. Because Mr C didn't accept our ombudsman's decision – issued in November 2024 – it wasn't legally binding on either party.

In July 2024 Mr C tried to transfer £1,000 from an ISA he had with B to Shawbrook Bank. He says his transfer was rejected and another one was set up – without his authorisation – and this was also rejected. He complained to Shawbrook and to B.

Shawbrook Bank looked into Mr C's complaint about it and said that the first transfer had been rejected because the name of the provider he'd selected was incorrect and the second transfer – the details for which were identical to the first transfer – had been rejected due to insufficient funds. Shawbrook Bank offered compensation – £75 – having accepted that Mr C

had received poor service but didn't agree it had done anything wrong.

B looked into Mr C's complaint about it and said that Shawbrook Bank hadn't specified the amount to be transferred when making the second request and that this was why it had been rejected on the grounds that "insufficient funds" were available. B said that the second request would have gone through had Shawbrook Bank requested £1,000 as he would have had more than sufficient funds. B accepted that it could have handled Mr C's complaint better and that it didn't deal with his subject access request as quickly or accurately as it should have done. So, it offered Mr C £175 in compensation.

B looked into Mr C's complaint about it and said that the second transfer had been rejected because the amount field hadn't been completed properly and that this was likely as a result of a Shawbrook Bank error. B also offered compensation - £175 – having accepted that he'd received poor service.

Mr C was unhappy with the responses he'd received from Shawbrook Bank and B saying that they were, amongst other things, contradictory. So, he complained to our service.

One of our investigators looked into Mr C's complaint about Shawbrook Bank and said that the first transfer had been rejected because the name of the provider he'd selected was incorrect and the second transfer – the details for which were identical to the first transfer – had been rejected due to insufficient funds. In other words, our investigator accepted what Shawbrook Bank had said. Another investigator looked into Mr C's complaint about B and agreed that it wasn't responsible for either of the transfers failing and said that the second transfer appeared to be an unauthorised one.

Mr C was unhappy with our investigator's findings. He said, amongst other things, that he hadn't initiated the second transfer and that the explanation that B had given as to why the second transfer had failed was different to the explanation that Shawbrook Bank had given.

We shared Mr C's comments with Shawbrook Bank as a result of which Shawbrook Bank looked into what had happened in more detail. Having done so, Shawbrook Bank confirmed that there had been an error on its part when the second request had been processed meaning that the amount field didn't populate correctly. Shawbrook Bank said that this was almost certainly why the transfer had been rejected. In other words, Shawbrook Bank confirmed what B had told our service. Shawbrook Bank apologised for not having identified and explained this sooner and offered an additional £150 in compensation as a goodwill gesture. Our investigator thought that this was a fair and reasonable offer, so didn't recommend Shawbrook Bank do more.

Mr C was unhappy with our investigator's recommendations – including the fact that they'd changed their mind and the manner in which that had come about. He also said that our investigator's findings were inconsistent with the findings the investigator made in relation to his complaint against B. He said that our investigators should discuss their respective findings with each other. For example, our second investigator's finding that Mr C hadn't authorised the second transfer request. Because he wasn't happy with the outcomes, we explained to Mr C that both of his complaints would be referred to an ombudsman for a decision. Both of his complaints were, as a result, passed to me.

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.

In August 2025 I issued a provisional decision in which I said I was minded to uphold Mr C's

complaint and require Shawbrook Bank to pay him £375 in compensation. Both parties were invited to comment on my provisional decision. Both did.

Shawbrook Bank didn't agree with my award saying that it thought the compensation it had paid and offered to date was a good outcome for Mr C. But, in the interests of resolving the complaint, Shawbrook Bank agreed to the compensation I had said I was minded to award.

Mr C was very unhappy with my provisional decision, saying that it contained factual errors and that, in summary, I hadn't made a finding that the second request was "unauthorised" or sent evidence showing it was authorised and that I needed to do one or the other. He sent in some additional information and asked for an extension of time.

In my provisional decision I've already said why the transfer Mr C submitted – which he's rightly pointed out was on 8 July 2024 – was rejected. It's because the name that he'd selected from the drop-down menu on Shawbrook Bank's website – the menu he'd previously complained about – didn't match the name of his ISA account as was evident from the ISA account details he had separately provided. I made some observations about this in my provisional decision which I don't intend to repeat in detail here as I don't think they're ultimately relevant. Essentially, I said that both parties played a part here.

In my provisional decision I said that when Mr C had a problem with Shawbrook Bank's drop-down menu in 2023 Shawbrook Bank spoke to Mr C before taking corrective action and the corrective action was a success. In my provisional decision I also said that I'd seen no evidence to suggest that Shawbrook Bank had spoken to Mr C in July 2024 before taking corrective action. More importantly, in my provisional decision I also said that the corrective action Shawbrook Bank took ended up causing Mr C a considerable amount of embarrassment and confusion – being told he had insufficient funds – and frustration. That's because Shawbrook Bank made a mistake along the way. Finally, in my provisional decision, I said that I'd seen nothing to suggest that the steps that Shawbrook Bank took in July 2024 were anything other than an attempt to take corrective action by Shawbrook Bank. I said that I appreciated that's not how Mr C would characterise the steps that Shawbrook Bank took. And said that he's talked about bodes and fudges and fraud.

In his response to my provisional decision, Mr C said, in effect, that I have to:

- a) make a finding that the "second transfer request" was unauthorised; or
- b) provide evidence of authority.

I don't agree. I say that because it's ultimately up to our service to decide what findings we do or do not have to make. And when deciding what findings we have to make we have to take into account that we decide complaints based on what's fair and reasonable.

Having considered the evidence Mr C has sent in, I can see that Shawbrook Bank told him in a chat that it had "resubmitted the ISA transfer" and that he questioned "this claimed second go" and the "basis for it". More importantly, I remain of the view that Shawbrook Bank didn't handle Mr C July 2024 transfer request as well as it should have and that he needs compensating for the distress and inconvenience caused.

Putting things right

In my provisional decision, I said I was minded to uphold Mr C's complaint and require Shawbrook Bank to pay him £375 in compensation. I remain of the view that this is a fair outcome. So, that's the award I'm going to make.

My final decision

My final decision is that I uphold this complaint and require Shawbrook Bank Limited to pay Mr C £325 in compensation (less any amounts it has already paid) in full and final resolution of this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 31 October 2025.

Nicolas Atkinson
Ombudsman