

The complaint

Ms L complains that Shawbrook Bank Limited failed to action a withdrawal request she submitted thereby breaching her rights to manage her own funds. She requests the transaction to be completed and compensation of £3,000 to be paid.

What happened

On 12 March 2025 Ms L sent a message to Shawbrook which said:

I am serving your a notice for withdrawing as you are going to reduce the interest rate for 120 days notice account (sic)

On 13 March 2025, Shawbrook responded to Ms L saying

Please confirm if you wish to apply notice on whole amount or confirm partial amount you wish so that we can action accordingly.

Ms L did not respond to the message. On 6 April she raised a complaint with Shawbrook about its customer service and the fact notice still hadn't been applied to her funds. No contact was made following this and so she contacted Shawbrook again. On 6 May 2025 Shawbrook sent a final answer. It said Ms L hadn't responded to its request for information on whether a full or partial withdrawal was being requested. And so it took no action. It said it found there was no bank error. But in respect of the complaint not being answered, it said it had failed in its customer service and so awarded £100 compensation. Ms L remained unhappy and so referred her complaint to the Financial Ombudsman Service where an investigator considered the merits.

The investigator concluded that the instruction given to Shawbrook on 12 March 2025 was incomplete and that Ms L hadn't provided it with the information it had asked for. They said Shawbrook had accepted it hadn't dealt with Ms L's complaint in the way it should've and that the compensation of £100 was in line with what this service would have awarded if Shawbrook hadn't already paid. Ms L disagreed with the investigator.

Ms L came back with her objections – some of which post dated the final answer Shawbrook had sent. So they can't be considered by the Financial Ombudsman Service. I've listed her objections below:

- **Unjustified request for nominated account information.** Ms L says that Shawbrook asked for details of the nominated or linked account on 4 June 2025. This issue post-dates the final answer and so can't be considered within this complaint.
- **Deliberate obstruction and lack of transparency.** Ms L says that her instructions have been clear from the start and that Shawbrook is deliberately obstructing access to her funds

- **Poor communication and inaction on the previous complaint.** Ms L says she had to re-raise her complaint and the substantive part of the issue remains unresolved.
- **Unsubstantiated credit of £100.** Ms L says there's no evidence of the £100 credit on her account.
- **Request for Shawbrook's terms and conditions.** Ms L wants Shawbrook's terms and conditions to be interrogated to justify its actions.

Ms L raised further concerns and demanded answers to her questions. The investigator said their view remained unchanged and so passed the complaint on for a final decision. It's therefore been passed to me to decide.

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.

Ms L has raised several points since our investigator's opinion was sent. And she's insisted that we address these. I won't be doing that because I am only looking at the issues which were raised in Ms L's initial complaint. Anything which has happened after that needs to be raised as a new complaint with Shawbrook so it can investigate. Then, if Ms L disagrees with what Shawbrook has to say, she can refer the new complaint to us.

I will be dealing with the crux of the issue here – should Shawbrook have begun the notice period when Ms L sent the message on 12 March 2025? I appreciate Ms L wants us to investigate more than that. But the nature of the Financial Ombudsman Service is to deal with the crux of a complaint quickly and with the minimum of formality. I mean no disrespect by doing this – it's simply that this is the way the Financial Ombudsman Service is set up to operate.

I've looked at the instruction Ms L sent to Shawbrook on 12 March 2025. It does not mention an amount, nor where funds should be sent. I consider that if Shawbrook had interpreted Ms L's instruction, it could have laid itself open to a complaint that notice had been given on the whole amount when only a part should be transferred. So, I think Shawbrook was justified in sending a message to Ms L asking for clarification of her instruction.

Ms L did not respond to the message Shawbrook sent. And so, I don't think Shawbrook did anything wrong by not applying notice on her account. Ms L says that despite the complaint, it still hasn't given notice. But I've seen nothing to show that Ms L has answered Shawbrook's question and advised whether notice should be applied to the balance of the account or a part of it. When Ms L gives Shawbrook that instruction, I'm confident it will act.

I find that Shawbrook has admitted to not dealing with the complaint immediately and given compensation. It's also provided evidence the payment was made to an account in Ms L's name. Full details of this were supplied to Ms L by our investigator.

I don't consider that I need to interrogate Shawbrook's terms in order to deal with this issue. I take into account the law, good industry practice and any industry rules and regulations. In this case, I think good industry practice is to ensure a customer's instruction is clear before proceeding to action it.

For the reasons I've detailed, I don't think Shawbrook has acted unfairly or unreasonably in asking for clarification of Ms L's instruction. I also find that Shawbrook has dealt fairly with Ms L's complaint about the way her complaint was dealt with. So, it follows I'm not asking

Shawbrook to do anything further.

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 Ms L to accept or reject my decision before 12 December 2025.

Stephen Farmer
Ombudsman