

complaint

Mr C complains that The Royal Bank of Scotland Plc ("RBS") made a mistake when it told him that money he deposited through a cash machine in branch would be available immediately.

background

Mr C visited a branch of RBS. He deposited money in to his account using the cash machine. Mr C says a member of staff told him the money would be available immediately and that his receipt confirmed this.

Mr C transferred money from his account later that evening. He then received a letter from RBS saying that it was going to apply an unarranged overdraft charge to his account.

Mr C says RBS told him that as he had paid the money in after 4pm, it wouldn't credit his account until the next day. RBS apologised that it had given him incorrect advice and refunded the charge.

Mr C was unhappy with this. He wanted the bank to compensate him the inconvenience and stress he felt as a result of the mistake. And he thought the bank should make it much clearer that any cash machine deposits made after a certain time won't be available in a customer's account until the next day.

Our adjudicator didn't consider that Mr C's complaint should be upheld. He thought the bank's apology together with its agreement to waive the unarranged overdraft fee was reasonable in the circumstances.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I can see that RBS apologised to Mr C and waived the unarranged overdraft fee. RBS agrees that it gave Mr C incorrect information when he paid the money in using the cash machine. Mr C went on to transfer the money from one account to another on the understanding the deposit had cleared. It seems likely that he only made the transfer because of the incorrect advice he received.

Mr C told this service that he had to visit the branch to get to the bottom of why RBS wanted to charge the unarranged overdraft fee. I'm persuaded that Mr C was inconvenienced as a result of the bank's mistake. I find it reasonable to require the bank to pay him compensation. As the bank has already apologised and waived the bank charge, I consider £50 is reasonable. Our awards are usually modest and aren't intended to punish the bank for its mistake.

Mr C also wants RBS to change the way it presents information about the cut off time for deposits. RBS's terms and conditions say money paid in electronic form after 3.30pm, such as the quick deposit Mr C made, will be treated as available funds the next day. This service isn't a regulator, so I can't require RBS to make changes to the way it presents information to its customers.

my final decision

My decision is that I uphold this complaint in part and direct The Royal Bank of Scotland Plc to pay Mr C £50 in full and final settlement.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 6 November 2015.

Gemma Bowen
ombudsman