

complaint

Mr and Mrs I complain that the service they received from the National Westminster Bank Plc (NatWest), when they provided an instruction regarding the transfer of monies to a third party, was poor, and directly led to them incurring costs of £840.

background

On Saturday 27 January 2018 Mr and Mrs I went into a NatWest branch with a payment instruction letter for the transfer of funds from Mrs I's e-savings account with Ulster Bank to a third party bank account. This was in respect of completion monies on their house purchase scheduled for completion on the 30 January. Mr and Mrs I said they asked that the instruction letter be sent that morning, in similar fashion to an earlier occasion associated with their purchase deposit transfer. The instruction letter requested the funds be transferred on the morning of the 29 January.

NatWest faxed the instruction at 11.59am on the 29 January but the relevant department at Ulster Bank said they didn't receive it until 2.05pm. Ulster Bank spoke to Mrs I at 2.25pm to verify the instruction, but as the instruction was received after their 12pm cut off time the funds were not transferred until the morning of the 30 January. Mr and Mrs I say that because of the delay they incurred delayed completion costs of £840.

NatWest said that they did not feel as though they had done anything wrong. In their view, they sent the instruction letter in good time, and irrespective of whether it had been sent on the Saturday or the Monday it would have made no difference to the eventual outcome.

Mr and Mrs I were unhappy with NatWest's response and so an investigator from this service looked into the complaint but didn't think NatWest had done anything wrong. Mr and Mrs I disagreed with that view and so the matter has been passed to me for a final decision.

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 will not repeat the investigator's summary of the background to this complaint because it is accurate and full and I want to avoid repetition. But, if it appears that I haven't mentioned something it is not because I have ignored it, but because I don't think it's relevant to the issues I have to decide.

My decisions are based on the evidence in front of me. Where such evidence is incomplete, inconclusive or contradictory, I am bound to reach a decision on the balance of probabilities – in other words, I consider what is more likely to have happened in light of that evidence and the wider circumstances of the case.

Looking at the available evidence, I think we have a very unfortunate situation here. I can accept and understand that Mr and Mrs I are upset and annoyed that their instruction did not go through when they asked it to. I can also see in their instruction letter to Ulster Bank they asked for the transfer to be made on the 29 January.

Looking at the facts I can see that NatWest sent the instruction letter through to Ulster Bank by fax at 11.59pm on the 29 January. I note that completion of the property purchase was

not until the 30 January 2018. According to the fax transmission sheet, the entire fax would have been received a few minutes later, just after 12.00 noon.

The issue here is whether NatWest have acted fairly in sending the letter of instruction over to Ulster Bank when they did, rather than on the Saturday. It is not clear that NatWest would necessarily have known that Ulster Bank had their own time limit of 12.00 noon as the cut off for same day transfers. Had NatWest sent the letter of instruction on the Saturday then arguably Ulster Bank would have had a few more hours to deal with the instruction on the Monday morning, given that the weekend were not normal working days. But it is not certain that they would have dealt with it any earlier than they did, even though they would physically have had the letter on the Saturday. The first opportunity Ulster Bank would have had to take action on the letter of instruction would have been first thing on the Monday morning, which is a fact Mr I has acknowledged. In any event Ulster was able to transfer the funds first thing on the day of completion.

This real problem here is that Mr and Mrs I left insufficient time to action the transfer. Their decision to deliver their letter of instruction on the Saturday meant that the time period in which NatWest and Ulster Bank had to operate was very, very tight. This could have been avoided had the letter of instruction been given by Mr and Mrs I well before the 27 January.

The pertinent issue which arises therefore is whether NatWest have acted with the bounds of reasonableness in sending the letter of instruction through when they did. Mr and Mrs I delivered the letter to the branch on a Saturday, which is not a normal banking working day. Once the normal banking working week resumed on the Monday, the letter of instruction was sent to Ulster Bank within a few hours. I think that was reasonable, in the absence of an express instruction regarding the Ulster Bank's deadlines.

So I can't say that NatWest has done anything wrong and I'm not satisfied that it has treated Mr and Mrs I unfairly, and so I'm not upholding their complaint.

my final decision

For the reasons set out above I do not uphold the complaint against National Westminster Bank Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs I to accept or reject my decision before 30 September 2019.

Jonathan Willis
ombudsman