Ombudsman Decision
CIFO Reference Number: 25-000500
Complainant: Mr M
Respondent: Skipton International Limited

The Complainant, who I shall refer to as Mr M, complains that Skipton withdrew funds from his account without his authority, meaning that not all of his funds were instantly available to him at all times.

Background

Mr M and his wife hold two joint accounts with Skipton. The interest earned on the first of those accounts is moved annually to the second account.

On 1 September 2025 interest of £1,849.71 was credited to the first account and transferred to the second – in line with the account holders' wishes. However, on 2 September 2025 Skipton made a further transfer of the same amount from the first to the second account.

The second transfer was made in error, so Skipton reversed it on 4 September 2025 and credited the interest that this sum would have earned if it had remained in the first account between 2 and 4 September 2025.

Mr M complained, and Skipton acknowledged the error and apologised. It said that it had made the necessary adjustments to the accounts and, in recognition of the poor service it had provided, paid him £275 by way of compensation. Mr M remained unhappy and referred the matter to CIFO.

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[1] Financial Services Ombudsman (Jersey) Law 2014 Article 16(11) and Financial Services Ombudsman (Bailiwick of Guernsey) Law 2014 Section 16(10)

The adjudicator noted that Skipton had corrected its original error, reimbursed Mr M with any lost interest and paid compensation. She thought that was sufficient in the circumstances and did not recommend that the complaint be upheld.

Mr M remained dissatisfied as asked that an Ombudsman review his complaint and issue a Final Decision.

In making his complaint, Mr M said that Skipton had removed money from the account without his authorisation. And he went on to explain: "*We rely on the availability of these funds to guarantee property purchases me make here in Thailand. The absence of these funds could have put us in financially default and caused enormous reputational damage. Surely a bank is legally required not to take funds without approval. They are certainly required to treating customers fairly and they must provide adequate protection of a client's assets. They failed to meet these basic banking requirements.*"

When asked what would be a fair resolution to the complaint, Mr M said that Skipton should be taken to court and that he and his wife should be compensated.

Findings

I have considered all the available evidence and arguments to decide what is, in my opinion, fair and reasonable in the individual circumstances of this complaint. Where necessary or appropriate, I reach my conclusions on the balance of probabilities; that is, what I consider is most likely to have happened, in light of the evidence that is available and the wider surrounding circumstances.

There is no real dispute about the facts in this case. Skipton made an error by making a duplicate transfer of funds from the first to the second account. It corrected that error, apologised and paid compensation. So, the only real issue for me to decide is whether Skipton has done enough to resolve the complaint.

I agree with Mr M that Skipton should not have moved money without authority. The immediate resolution to that error was, of course, to put the money back – which Skipton did. I do not believe there was any undue delay in doing that. I note as well that Skipton says that Mr and Mrs M still had access to the funds and that both accounts appear to have been paying the same rate of interest.

I note what Mr M has said about using funds to guarantee property purchases and that the accidental removal of funds *could have* caused financial difficulty and damage to his and his wife's reputation. The key point here of course is that he says Skipton's actions might have had more serious consequences than in fact they did. But I cannot properly require Skipton to compensate Mr and Mrs for what *might have* happened. That would not produce a fair outcome, since they would receive compensation for losses they have not suffered.

I also agree with Mr M that he should be compensated for the error – even though there was no actual financial loss. But I believe that the sum of £275 which he has already received is a fair payment in the circumstances. It is in line with awards which CIFO has made in comparable cases and properly recognises the inconvenience to which Mr M has been put and the distress he has suffered.

Finally, I note that Mr M says that Skipton should be taken to court for its failings. He does not say whether he believes CIFO should start court proceedings or what remedy he thinks a court should grant. For the avoidance of any doubt, however, that is not the role of this service. Mr M may however be able to bring court action, depending on his response to this Final Decision.

Final Decision

My final decision is I do not uphold this complaint.

Mike Ingram
Ombudsman

Date: 24 February 2026