

The complaint

Mrs S complains about the service received by Chase De Vere Independent Financial Advisers ("Chase De Vere"). She is unhappy with the way it dealt with the transfer and reinvestment of her investments. She is represented in her complaint by her husband, Mr S.

What happened

Mrs S has made a complaint about two instructions that she gave to Chase De Vere in November 2020.

The first instruction is about a holding that she asked Chase De Vere to sell. She then requested the proceeds be reinvested into a recommended alternative investment fund. Mrs S says she put the request in on 13th November. The parties have agreed between them on compensation for financial loss for this part of the complaint. This was down to a delay in Chase De Vere carrying out the instruction. But the parties are not in agreement with regards to a payment of compensation for inconvenience. This was offered by Chase De Vere at £100 but was not accepted by Mrs S.

The second instruction was for Chase De Vere to request that the proceeds of a cash maturity ISA be transferred into a stocks and shares ISA and then reinvested. There was a delay here too. Both parties cannot agree on how much compensation for financial loss there should be and how much the payment for inconvenience should be. Again, Chase De Vere has offered £100.

An investigator from our service looked at Mrs S's complaint. She sent her view to both parties and partially upheld it. She made the following findings:

- That Chase De Vere's offer of financial compensation of loss for the delay in processing the maturity of cash ISA was a fair one. She concludes that the offer is in line with the approach our service would take.
- That an additional £100 payment for inconvenience should be paid by Chase De Vere bringing the total amount to £300 for all of the distress and inconvenience caused across both transactions.

Chase De Vere responded and said that it feels its methodology for the loss assessment to be correct and its offer of compensation for inconvenience to be fair. It says this is particularly the case because it also waived a fee for £300 in addition to what it offered Mrs S. Chase De Vere do not agree with the investigator's findings and feel it had already done enough to resolve Mrs S's complaint.

Mr S (Mrs S's representative in the complaint) called the investigator and in response said he doesn't think it is fair to hold them to guidelines such as 15 working days after Chase De Vere caused a delay. He says he would expect Chase De Vere to chase things up so the process would be faster after it had acknowledged there was a delay caused by it. Mr S is also unhappy with the proposed compensation for distress and inconvenience. He thinks

£300 in total is no-where near enough considering how much Chase De Vere have charged for the invoice for processing the request in the first place and for the inconvenience caused.

As the parties are not in agreement, Mrs S's complaint has been passed to me, an ombudsman, to look into.

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.

Instruction regarding the Cash ISA

Mrs S gave an instruction for Chase De Vere to proceed with the reinvestment of the maturity of her Cash ISA on 20 November 2021. But Chase De Vere didn't act on this instruction on 8 December 2020. The application was submitted to a third party on this date. The third party then contacted Chase De Vere on 14 December to request further documentation from Mrs S. This documentation was signed and sent back to the third party within a day. The third party then processed the instruction, and this resulted in the maturity of the ISA and then reinvestment on 11 January 2021.

Chase De Vere has said it is at fault for a delay between 20 November 2020 and 8 December 2020 when it passed the application form onto the third party. It says this is because of high business volumes. It has offered to pay compensation for financial loss. It says it has calculated this from 21 December 2020 rather than the eventual reinvestment date of 11 January 2021. It has calculated that if the proceeds of the Cash ISA had been reinvested on 21 December 2020 rather than when the funds were actually reinvested, then Mrs S would have been better off by £1970.44.

Chase De Vere has admitted it is at fault for the delay. It has offered to pay financial loss from 21 December 2020 when it thinks reinvestment would have taken place if not for the delay it caused. I can see that this delay added an additional 18 days from the day that it could have passed the application form on and the date that it did do so. Reinvestment took place on 11 January 2021. Removing 18 days from this date (the days lost by the delay) would take the parties back to 23 December 2020, the likely reinvestment date if not for the delay. So, with this in mind, I think Chase De Vere's offer to calculate investment loss from 21 January to be a fair one.

Mrs S through her representative says the overall time frame taken should have been shorter and the business have calculated their offer for financial loss on the maximum amount of time according to government guidelines. Mrs S thinks the process should have taken a lot less time and the financial loss calculated from an earlier date.

Based on what I have concluded above, I don't think it is fair to ask Chase De Vere to go any further back in its calculations when it considers financial loss. So, I don't uphold Mrs S's complaint regarding this. All that is left now is for Chase De Vere to put things right.

Award for distress and inconvenience

Chase De Vere has offered Mrs S £100 compensation for inconvenience for the delay it took in requesting a holding be sold and then reinvested into another. It also offered Mrs S the same amount, that of £100 for inconvenience for the delays it caused in reinvesting her case ISA proceeds.

Mrs S did not accept these offers and say the amounts should be a lot higher. They refer to the guidance given on our website and say the payments should be within the moderate band for distress and inconvenience caused by Chase De Vere to them.

Chase De Vere on the other hand, say its original offer of £200 for the inconvenience caused is fair. It points to the offer it has made to rectify this complaint so far, including the payments and offer of payment for financial loss along with a waiver of £300 of a fee and then its offer of £200 for inconvenience. It says it believes it has been fair.

The investigator raised the payment overall to £300 in total. She says it took Chase De Vere almost 12 weeks to respond to Mrs S and provide information to them so that they could get the issues resolved. I can see that it did take a long time for it to respond to them and agree with the investigator that the amount of inconvenience caused here should be reflected in a higher payment of £300.

In conclusion, I partially uphold Mrs S's complaint about Chase De Vere, and it is now time for it to put things right.

Putting things right

Chase De Vere should put Mrs S in the position she'd be in if she'd invested the cash ISA proceeds on 21 December 2020.

So, I direct Chase De Vere to:

- Calculate the number of units Mrs S would've received if she'd invested on the above dates and compare this with the number of units she actually received when she invested in January 2021. If the number of units she would've received is greater Chase De Vere should pay her the cash amount so she can purchase the additional units and add them to her account.
- Pay Mrs S £300 for the distress and inconvenience caused by causing delays in processing instructions given on 12 November 2020 and 20 November 2020.

My final decision

My decision is that I partially uphold Mrs S's complaint about Chase De Vere Independent Financial Advisers and direct it to put things right, as I have described above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 1 October 2022.

Mark Richardson
Ombudsman