

The complaint

Mr L complains about delays ITI Capital Limited caused while dealing with migration of his account from another firm and issues with accessing his account.

What happened

Mr L says he submitted an ISA transfer from a previous firm (in administration) to ITI Capital Limited in June 2020. He says the onboarding process was delayed and he was unable to access his account for a prolonged period preventing him from checking his investments or his ISA allowance. He wasn't able to access his account until March 2021 and his ISA wasn't available until April 2021.

In addition to this, he says he was offered a six month period transfer out free of charge when he transferred to ITI. He says he intended to use this to decide whether he wanted to sell but as he wasn't able to access the account, he feels he has missed investment opportunities and will now be charged if he transfers his investments. He says he would have had this charge free period if the account was working as it should have been, so he says ITI should extend the charge free period to honour the full six months they initially offered him.

ITI recognised the delays they'd caused as well as the customer service issues so offered Mr L £300 in compensation. He rejected this as he said it took him more than two months and 30 hours of communications to deal with the issue causing him distress and inconvenience. He said this didn't adequately compensate him, so he asked us to consider his complaint.

An investigator at this service considered the complaint and noted that the account Mr L had signed up to allowed him to trade on the platform, or via telephone and this was also confirmed in writing to all customers. Whilst, ITI accept there were issues with the online platform, they say he wasn't prevented from trading as he could have contacted ITI via telephone if he wished to trade. The investigator upheld the complaint for the level of service Mr L had received but didn't agree to compensate him any further as she thought the offer from ITI was in line with the redress this service would offer in cases like this.

Mr L didn't agree with the investigators findings and so this has come to me for a final decision.

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.

Although I haven't commented on every single point, I'd like to assure Mr L that I have considered everything including the correspondence he's sent after the investigators view. Having done so, I will be upholding this complaint in part. I'll explain further.

Mr L's complaint is primarily that during the migration period from another firm he was unable to access his accounts and it took ITI a long time to resolve this and in the meantime, he lost trading opportunities. So, I have first looked at whether there were issues with access to the accounts and then considered whether this resulted in loss of trading opportunities and transfer costs and if so, has this been adequately compensated for.

Access to account and loss of trading opportunities

The evidence I've seen suggests the issues with account access continued for longer than the initial migration period and for much more than a year. Mr L complained in March 2021 that he wasn't able to see all his holdings and that some were missing. He was informed that not all his holdings were transferred to the accounts as they were not compatible with ITI accounts. He was advised that this was also mentioned in the FAQ's when he signed up to the account. However, it also became apparent that Mr L hadn't fully understood the two accounts with his holdings and the customer service failings added to these issues. It took several months for ITI to explain that the holdings had been transferred to two accounts and to clarify which holdings had been delisted and which had been added to each account.

ITI in their final response accepted issues with their migration process and the service they'd provided to Mr L. They offered him £300 compensation, so I won't go into further detail on this point other than to consider the redress amount which I've done below.

I've looked at the terms and conditions to see what options are available to a consumer for trading. This is particularly important here as Mr L says he lost opportunity to trade because he didn't have access to his account. Section 7 considers dealings between the company and client. At 7.1, it is stated that:

In accordance with these Terms, the Client may request a quotation, provide the Company [...] with instructions or trade with the Company as follows:

*a) All requests for quotations, Instructions for execution of Transactions between the Client and the Company and other trade matters must be given to the Company face to face, electronically through the Trading Facility or **by telephoning the Company** [or an Associated Company who will receive and transmit the Client's Instructions to the Company].*

I recognise that Mr L says he wasn't aware he could trade via telephone, but it is his responsibility to ensure he had read the terms and conditions of the account and so he should have been aware that he could contact ITI to trade via telephone. In addition, this information was available on their website and he was also advised in March 2021 that he could instruct trades by calling the dealing team.

I appreciate that Mr L contacted ITI about the problems with the platform but that's not the same thing as ITI preventing him from making a specific trade when they did provide an alternative method of trading, by phone. There is no record of him having made use of this, nor can I see from any of the evidence that he mentioned he wanted to make any trade. By his own admission, he says he wanted to use the charge free transfer period to decide if he wanted to sell his holdings. As such, I'm not satisfied that Mr L lost any opportunity to trade as a result of any wrongdoing on ITI's part.

Additional cost of transfer now

ITI informed its customers that they would be charging £25 per line of stock for a transfer out charge after 25th March 2021. This information was updated in their business rate card in

January 2021 and was also advised to their clients on 30 October 2020 and so I am satisfied the information was clear.

ITI also confirmed that a charge free transfer period was offered for trades placed via telephone but Mr L failed to use this opportunity to trade. As I don't think any loss of opportunity to trade was as a result of any wrongdoing on ITI's part, it follows that I don't think ITI need to continue to offer the charge free transfer period.

Putting things right

ITI already accepted their failings in the onboarding process and customer service, so they offered Mr L £300 in compensation. I think this amount is fair and reasonable and is in line with the kind of compensation we would expect a business to pay for this type of complaint. I recognise how strongly Mr L feels about this, and I know he will be disappointed with my decision, but I can't fairly say that they should pay more as he hasn't actually suffered any financial loss as a result of their actions.

My final decision

For the reasons given above, I uphold this complaint against ITI Capital Limited. They should pay Mr L the £300 compensation offered, if this has not already been paid.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 13 October 2022.

Naima Abdul-Rasool
Ombudsman