

## **The complaint**

Ms S has complained about Financial Administration Services Limited (Fidelity). She said she wasn't able to transfer cash out of her account over a prolonged period of time.

Ms S said she spent many hours trying to resolve the issue. She said because of this Fidelity caused her distress and inconvenience and she would like compensating for this.

## **What happened**

Ms S opened a trading account with Fidelity and deposited £20,000 in it. She said she didn't have a good experience with its trading platform and struggled to gain access and make any investments. Because of this, she said, the cash remained on the account.

Ms S said, sometime later, she decided to withdraw her funds. She said when she went to do this, it started a long sequence of events where she encountered errors, mistakes and obstacles put in her way to make the withdrawal happen.

Ms S said she had problems accessing her account and tried to reset her password on a number of occasions during December 2022 and January 2023. She said she then called Fidelity in March 2023 and explained that she was having problems accessing her account and she would like to withdraw her funds. She also made a complaint at this point. An adviser from Fidelity said she needed to provide a change of address and utility bill. Ms S explained this wasn't possible as she was temporarily living in another country.

Ms S said she tried on a number of occasions to resolve matters again, and after obtaining access to her account she then had problems trying to transfer the money out. She said eventually Fidelity emailed the cheque to her and she was able to cash it in.

Ms S said she has spent hours on the phone to staff from Fidelity, she's tried many times logging in and resetting her account and she has sent several emails about the issues she's encountered.

Fidelity said in response to Ms S's complaint, that it was sorry for any inconvenience caused. In its first letter to Ms S, it said there was an initial block on her account and it asked Ms S to contact it to resolve. In its second letter, a few weeks later, it said it could see the issue had been resolved and that a cheque had been sent.

Fidelity told our service that it had placed a 'lost contact hold' on Ms S's account from 24 January 2022 for security reasons. It said this was due to mail being returned to it as Ms S no longer lived at the address it held for her. It said it has a policy of doing this for any of its account holders, to protect their funds.

Fidelity said it held no records of any log in attempts from Ms S from when it placed the hold up to 15 January 2023. It said it could see Ms S successfully logged into her account on this occasion. It added that it had only received one call from Ms S from November 2022 to the beginning of March 2023 and this was after its office had closed. It said it then heard from Ms S on 15 March 2023.

Fidelity has told our service that there was a list of ways that Ms S could have carried out a withdrawal but said Ms S said to it that she didn't have a valid address or her customer reference number. Fidelity said Ms S refused its help, so it was unable to assist her in getting back into her account.

Fidelity said when Ms S was able to get back into her account, she updated her bank details, but these details failed its verification checks. It said it tried to contact her afterwards to request identification such as a bank statement. But it said, Ms S requested it send her a cheque, which it did, to resolve her request. It has said to our service that it is satisfied that it followed its own procedures and also tried to resolve Ms S's request as best it could.

Ms S was not happy with Fidelity's response and referred her complaint to our service.

An investigator looked into Ms S's complaint. He said he was not persuaded Fidelity did anything wrong or needs to compensate Ms S. He said Ms S was in a unique situation in that she was not at the same address that Fidelity held for her. He concluded putting Ms S's account on hold was something in her particular circumstances that he'd expect a business to do, and it shows careful administration of her account. He said she was in a unique situation in that she didn't have her client reference number and was also not at the address she had provided, and this meant there was something to work through with Fidelity. But it's not something he could fairly conclude was Fidelity's wrongdoing. He concluded he was unable to fairly ask Fidelity to compensate Ms S.

Ms S is not in agreement with the investigator's view. She said she tried to log into her account many times but wasn't able to. She said she was happy to provide ID and also offered to go to one of Fidelity's branches to resolve, or it could have paid the money back into the same account. She said Fidelity had a duty of care, instead it chose to stick with its rigid processes. Ms S asked for her complaint to be looked at again, so it 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.

I am not upholding Ms S's complaint and I will explain why.

Ms S first contacted Fidelity to complain about not being able to withdraw her money on 15 March 2023. So, I have looked at what happened before this date and then gone to consider what happened when she complained and what Fidelity did about it from 15 March 2023 onwards.

### **Events that took place before 15 March 2023**

Ms S opened an account with Fidelity on 11 April 2021 and deposited £20,000 in cash. Ms S didn't invest the money and it sat as a cash balance.

Fidelity sent Ms S correspondence about her account. On 24 January 2022, a letter was returned to it. Because of this, Fidelity said it placed a 'lost contact hold' on Ms S's account. It said it would do this anytime it finds out that one of its clients no longer lives at the address it holds for them – for security reasons. I can see that by placing a hold on Ms S's account at this time, from 24 January 2022, it was trying to keep Ms S's funds safe. Fidelity was taking precautions as a responsible business would do in the circumstances – I don't find its actions up to this point unreasonable in anyway.

The parties then have a difference of opinion about what happened next. Ms S said when she first tried to log into her account, she forgot her password so tried to reset it. She said Fidelity's system didn't work so she couldn't get access to it. She said she tried again on a number of occasions and got the same result. She said she was frustrated that she couldn't gain access on a number of occasions.

Fidelity on the other hand said it has no record of Ms S logging into her account or resetting her password, at the times she said she did. It said the first recorded attempt it could see Ms S tried to log into her account was 15 January 2023, and that she was successful logging in. It said after that it didn't hear from Ms S until she called it on 15 March 2023.

There is some dispute about what happened from December 2022 through to 15 March 2023. Ms S said she was frustrated by Fidelity's system and couldn't get in to make the withdrawal request. Fidelity on the other hand is saying something different.

I can't be sure what happened here, and I acknowledge what Ms S has said. But on balance, when I look through the logs Fidelity has produced showing when Ms S has and hasn't made contact, I can't safely conclude there was an issue with Fidelity's system. Ms S has sent through a log of her emails to and from Fidelity during the time in question, but I haven't seen anything about her attempting to reset her password or trying to log in, within the times she said she did.

I haven't seen enough from Ms S or through any of the documentation Fidelity has produced that shows me there were any errors made by Fidelity. I don't think I can conclude that Fidelity contributed to any distress and inconvenience Ms S may have felt before she contacted it on 15 March 2023.

### **Contact between Ms S and Fidelity from 15 March 2023 onwards**

Ms S called Fidelity on 15 March 2023, to complain that she couldn't gain access to her account online. She also wanted to make the withdrawal from her account.

I can see from submissions made that there was a lot of contact between the parties from this point, and after reading through the emails and messages between them, I can also see that there were times where Ms S was frustrated at not being able to resolve what she wanted with Fidelity – that is to withdraw her funds. Both parties have submitted evidence to demonstrate how many times they contacted each other during March and April 2023, and it is clear that Ms S and staff from Fidelity spent quite a bit of time trying to resolve the issues raised by Ms S.

That said, I don't think Ms S's request was a straightforward one for Fidelity to deal with. Ms S did not to begin with have a valid address and she also was unable to locate her client reference number. So, because of this, she was unable to log into her account and place the withdrawal, as the block was in place, until she was able to provide a new address to Fidelity. She was unable to request a withdrawal over the phone as she didn't have her client reference number, and initially she was unable to provide an address for a cheque to be sent to. Again, through no fault of either party, I don't think it was a straightforward request that Ms S was making.

I can see that after several phone calls, that Ms S was able to log in on 5 April 2023 and place a withdrawal request but unfortunately the bank details she provided failed verification. I can't see that Fidelity did anything wrong here either. It was simply looking to ensure that the bank details provided could be verified so it ensured Ms S's funds were safe and were being sent to her.

On 21 April 2023 the parties agreed that a cheque would be sent to Ms S, and on 25 April 2023 it was sent to her. So, at this point her request was completed. After reading through, all that happened from 15 March 2023 onwards, I don't find that Fidelity was at fault or there were any errors caused by it, or that it contributed to any delay.

Instead, I find that Ms S had an unusual set of circumstances, with no registered address and so was unable to put in a withdrawal request in the way she wanted to. I can see alternatives were offered to Ms S, but she was unable to agree to these. But after around 5 weeks from her contact with Fidelity on 15 March 2023, the parties found a solution. I don't think Fidelity contributed to any delay here, I just think it took that long for both parties to agree a way forward. So, for that reason, I do not uphold Ms S's complaint and I do not require Fidelity to do anything further.

Ms S has made suggestions that she thinks would improve Fidelity's processes and also ways it could have dealt with her request better. But I am not going to comment on this. It is up to Fidelity to decide how it runs its business and the safeguards it puts in place. My role instead has been to look into Ms S's complaint and decide whether in all of the circumstances, whether Fidelity has been fair and reasonable in its actions. In this instance, I haven't found it has made any errors when it dealt with Ms S's withdrawal request.

I appreciate that my decision will be disappointing for Ms S, and I acknowledge the strength of her feelings in the submissions she has provided. But based on everything I have read and the findings I have given, I don't uphold her complaint.

### **My final decision**

My final decision is that I do not uphold Ms S's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 1 March 2024.

Mark Richardson  
**Ombudsman**