

The complaint

Mr H complains that Financial Administration Services Limited (Fidelity) won't provide him with a usable document that outlines the book costs of the investment he has transferred over to a different firm. He says what it has provided him is unwieldy and not fit for purpose.

What happened

Mr H had a stocks and shares ISA, as well general investment accounts with Fidelity, which he transferred over to a different firm. In August 2023, these accounts were valued at around £30,926 for his ISA and around £3,797 for his other non-ISA accounts.

Mr H contacted Fidelity to ask it to provide him with a document that set out the book cost of the investments transferred over, as it appeared these values were not accurately reflected in his account with his new provider. Fidelity sent him a 98 page document that set out this information, based on every investment he had made, in both ISA and non-ISA accounts, since he first opened his accounts with it in January 2005.

Mr H complained. He said he couldn't use this document, and he didn't think his new firm would take the time to go through it to amend the book cost values on the various investments he had transferred over to it.

Fidelity looked into his complaint but didn't think it had done anything wrong, and it didn't have any more information to provide to him. Mr H referred his complaint to this service.

One of our investigators looked into his complaint. He asked Fidelity whether there was anything further it could do for Mr H, for example by providing some sort of filtering to the document or allowing it to be easier to manipulate. Fidelity explained that before Mr H transferred over his account, it had this facility as part of its 'value added' proposition. However, now that his account had transferred over to the new provider, that information was no longer retained – and the only information that could be provided was the statement which it had already sent to Mr H. It said that its staff could not amend or filter this document in any way.

The investigator considered the evidence and concluded that Mr H's complaint shouldn't be upheld. In summary, he considered that Fidelity had provided Mr H with the information it was required to provide under the relevant rules, and whilst he acknowledged why it was difficult for Mr H to use the statement it had sent him, he didn't think it would be fair and reasonable to ask Fidelity to do anymore.

Mr H didn't agree with the investigator and provided detailed comments in reply. He said:

- He didn't know at the time of the transfer precisely when it was going to take place. He says that when he requested the transfer Fidelity ought to have told him that once the transfer completed, it would be unable to 'provide a customer with a profit and loss in simple format' – so he should've been told to 'capture' this information

on the system before the transfer was completed.

- He said he didn't know what Fidelity's system could or couldn't do after he transferred away. He said the 100+ document Fidelity had sent him didn't help him because there were investments where he made monthly payments over many years.
- He said it was highly unlikely his new provider would help him digest this 100 page document in order to correct what was showing on its system. He said maths wasn't his strong point, so it would be extremely difficult for him to work out what he needed to from this document.
- He said that his new account showed incorrect information and so when he came to sell his shares and funds, it wouldn't be clear what his profit or loss was. He said this would make it difficult to provide accurate information to HMRC if he had to.
- He said that Fidelity had initially told him it could provide what he needed and then later said it couldn't. He felt that Fidelity had failed in its duty towards him, and he said that Fidelity ought to expect that when a customer transfers to another firm it would need a simple document showing book cost plus profit or loss. He didn't think what he was asking for was unreasonable.
- He also said that Fidelity could help him if it wanted to, for example by getting an accountant or someone in that department to help him work out the figures he was struggling with. He said he wasn't asking for something impossible.

Mr H made some further comments. He said that he disagreed with the investigator that Fidelity shouldn't find a solution for his issue, and he disagreed that he could work out his profits or losses and book costs from the document provided by Fidelity. He said that he would be required to fill out his tax returns with HMRC on a yearly basis. And he reiterated his concern that he was not made aware that he'd lose the ability to see this information in an easy to understand format once his transfer away from Fidelity was completed, and he didn't think this was fair. He said that if he switched banks he would receive final statements, and the same would happen with other stock broking companies, but not with fidelity.

As agreement couldn't be reached, the case was passed to me to decide.

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 understand Mr H's strength of feeling on his complaint, and I can clear see that the matter has caused him considerable upset and inconvenience. I'd like to emphasise that I've read all of his submissions carefully, but whilst I fully understand why he believes he has been treated unfairly, my role is to look at the matter impartially.

In doing so, I've taken into account the relevant reporting rules Fidelity was required to comply with, as well as the relevant principles and Fidelity's duties overall.

Unfortunately, and I appreciate this will come as a disappointment to Mr H, but I don't agree that it was for Fidelity to 'warn' him about aspects of its service he would lose access to when he decided, of his own accord, to take his custom elsewhere. It was for Mr H to assess and evaluate Fidelity's proposition, and whilst I acknowledge he may not have known that this was an added value that would no longer be available to him, I don't agree that's

something I can be critical of Fidelity for.

I think this is all the more the case given that Fidelity has provided Mr H with a comprehensive statement of his account. I understand it is long and will require a certain amount of work for Mr H to ensure the book costs of his investments are accurately reflected with his new provider, but here too, I'm not persuaded that's something Fidelity has any responsibility for. These are Mr H's investments, and he now has the information he needs to work out the relevant average price for the units and shares he holds, in order to then work out his CGT position in the future. Whilst I accept that such a lengthy document will require Mr H to spend considerable time on it, or otherwise pay a professional to do it for him, I'm not persuaded it would be fair and reasonable to hold Fidelity responsible for this.

In addition, I'm also not persuaded this is something that Mr H needs for HMRC purposes, which is something he has repeatedly made reference to. The vast majority of his investments were made within his ISA, for which no capital gains tax (CGT) will be payable, no matter how large the gain – so he won't need this information for HMRC. And the remainder of his investments are, at the present time, below the CGT allowance – so that even if he sold all of his investments and realised a gain, that gain would likely not exceed the annual CGT allowance of £6,000 for the current tax year, and £3,000 for 2024/2025. Given his non-ISA investments amount to around £3,797, it's clear that these have not generated gains in excess of £3,000. So from a tax perspective at least, there's no particular reason why Mr H needs to work out the precise book cost of his various investments.

If Mr H wants that information for convenience, in order to work out which investments he ought to hold or dispose of, then this is a matter for him – weighing up the inconvenience and possible cost of extrapolating those figures from the statement Fidelity has provided to him, versus the convenience of knowing the precise profit and loss of his investments. Again though, I'd only add that from the 98 page document I've seen, the first 16 pages are about his ISA – which contains the majority of his investments.

In either case, however, I'm not persuaded that Fidelity ought to be doing more for Mr H, nor that it was remiss in not assisting Mr H further. In my view it has done what it was required to do by the relevant rules and has treated Mr H fairly.

My final decision

For the reasons I've given, I don't uphold Mr H's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 20 March 2024.

Alessandro Pulzone
Ombudsman