

## **The complaint**

Mr A complains about Interactive Investor Services Limited ('IISL'). He says that IISL will not add a debit card to his share dealing account as he is not a UK resident. He thinks it should accept his card and pay compensation for any financial loss and inconvenience this has caused him.

## **What happened**

Mr A has a share dealing account with IISL. He has tried to 'add' a debit card to the account as he wants to use this to deposit funds into his account. Under the terms of the account he is not able to do this, he needs to deposit funds using a bank transfer. Mr A says this is inconvenient and that he has been able to add a debit card to his account in the past.

Mr A has complained about this to IISL and it has not upheld it. It said that the terms of the account are such that non-UK residents cannot register debit cards to their accounts.

Mr A doesn't think this is fair and he brought his complaint to the Financial Ombudsman Service, one of our Investigators looked into it. IISL provided a copy of the account's terms and conditions. Our Investigator thought that these didn't clearly show that non-UK account holders could not add debit cards to their accounts. She also thought that whilst Mr A hadn't suffered a loss, as he could use other payment methods, this lack of clarity could have caused some confusion. She recommended that IISL pay him £100 compensation for this.

Mr A reiterated that using a bank transfer to fund his account was not as convenient as having a debit card added to the account. This was because the funds would arrive faster. So, he would still like to add a card to the account.

IISL didn't agree with our Investigators first opinion and in response it provided information about how its accounts could be credited. It said this was publicly available and clear. This showed that overseas investors could add funds using a bank transfer. And if Mr A had tried to add a debit card, being an overseas customer, he would be directed to the part of the account that would have informed him that he would need to deposit money by bank transfer.

After considering this further information our Investigator thought that it was clear that Mr A couldn't add a debit card to his share dealing account as he was not resident in the UK. It was also clear how he could add funds to his account.

Mr A didn't agree, and he said that he hadn't seen the further information and he didn't think it was usually there. And he had added funds to his card using a debit card previously, he says before the business made some changes. He thinks the information on the website is new and possibly added after he had made his complaint. And he was unhappy that the Investigator changed their opinion.

Mr A requested that his complaint be considered by an Ombudsman. And as no agreement has been reached the complaint has been passed to me to consider.

## **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.

As our Investigator discussed with Mr A our role is to resolve disputes and we don't usually become involved in situations that concern how a business runs its day-to-day operations. This is because a business can, and should, be able to make decisions about how it operates, and it wouldn't be right for me to change this. The industry regulator, the Financial Conduct Authority can do this, if it is appropriate.

Of course, I can make sure a business puts things right if it has made a mistake, or is acting unfairly, but I don't think it has here. IISL has made a commercial decision about what payment methods it will accept to fund its share dealing account under certain circumstances. It isn't 'wrong' that it has done this as it has discretion about what services it does, or doesn't, offer. Mr A also has discretion to decide whether he uses this service or not. He could, for example, choose a provider that does offer the services he wants, if IISL does not provide them.

In this case, the share account IISL has specifies how overseas customers can make payments into its account. It is entitled to do this, and it isn't acting 'incorrectly' when it said that Mr A couldn't add a debit card to his account.

Mr A has said that he may have been able to add a debit card to his account in the past. But even if this is the case it doesn't change the fact IISL has discretion about which services it offers. Circumstances do change, and IISL should be able to change its services to manage this. So even if it offered a service in the past, it doesn't mean it has to now.

I've looked at the information both sides have provided about what Mr A would have seen when he tried to add funds to his account. And I agree that it would have been clear to him that he needed to pay by bank transfer. I don't think he was misled about this. And whilst Mr A said that he thought the information may have been added after his complaint I don't think it's certain that this was the case.

Overall, having considered everything, I'm not upholding Mr A's complaint. I don't think that IISL has done anything wrong here.

## **My final decision**

For the reasons set out above, I don't uphold Mr A's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 29 May 2024.

Andy Burlinson  
**Ombudsman**