

The complaint

Mr M complains about the service he received from iDealing.com Limited, in relation to his request to close his account.

He says he's been trying to close the account as he's tired of dealing with iDealing.com, but it's refusing to even answer his calls/emails.

To put things right, he'd like his account closed and money returned.

What happened

On 25 October 2022, Mr M attempted to access his iDealing.com account but the password he entered was incorrect. After the third attempt, Mr M account was blocked for security reasons.

Mr M submitted an online request to reset his password so that he could access his account. iDealing.com attempted to call Mr M in order to verify his identity using the telephone number he'd provided when opening the account. Unable to get through, it emailed him asking for a convenient time to call back on the same number.

Mr M responded and provided a different mobile number that iDealing.com could call. But because the (new) phone number didn't match its records, it asked him to confirm his identity by providing a scanned copy of his passport so that it could reset the password.

Because Mr M was reluctant to provide a scanned copy of his passport iDealing.com gave him the option bring in a copy of his passport in person to its office instead. But Mr M explained that he didn't have time to do this.

iDealing.com didn't uphold that complaint. In summary, it said that Mr M failed to pass security and refused to attend in person with his passport so it couldn't verify his identity.

iDealing.com didn't respond to this complaint. I understand that it's still refusing to allow him to close the account and liquidate any balance as he still hasn't formally satisfied the identification requirement.

One of our investigators considered the complaint but didn't think it should be upheld. In summary, he said:

- There's a previous complaint regarding whether iDealing.com acted fairly in blocking Mr M's account in the first instance, but it wasn't upheld.
- iDealing.com hasn't replied to Mr M's current complaint on the basis that the complaint is the same as the one initially raised in late 2022, so its requirement in respect of unblocking the account remains the same.
- This complaint is different. Initially Mr M just wanted to gain access to his account and if he'd satisfied its requirement, he could've continued to trade, moved his holdings, or closed his account. None of this was mentioned by him.
- Now Mr M simply wants to close his account – which probably has a different

process.

- In the circumstances he considered whether iDealing.com acted unfairly by not actioning Mr M's request to close his account. Having done so, he doesn't think it has.
- iDealing.com having previously blocked the account offered to reinstate it as long as Mr M complied with one of the following actions:
 - In order to verify his identity Mr M should send a scanned copy of his passport.
 - Alternatively, he should attend one of iDealing.com's offices with his passport.
- In order to action Mr M's recent request to close his account, iDealing.com would first need to gain access to it in order to unblock it and then close it.
- Although Mr M offered to take a phone call, and show ID, it was on the basis that iDealing.com would call him on a number it has no record of or come to him. In the circumstances iDealing.com has done nothing wrong by refusing to do so.

Mr M disagreed with the investigator's view and asked for an ombudsman's decision. In summary, he said:

- iDealing.com could've sorted this issue out in 10 minutes anytime it felt like it.
- It has been pointlessly obstructive and argumentative at every point.
- It's not just him who has had this experience.
- The central facts haven't changed. He's not willing to send a scan of his passport through an unsecure channel as he's not an idiot. Especially not to a business as disrespectful as iDealing.com
- He's working during the day, so doesn't have time to visit the office. In any case, he has no faith that it will help.
- How can he go to the office, if iDealing.com won't answer his calls.
- iDealing.com is welcome to call him, anytime, as long as it makes an appointment.
- Because it's holding on to something that belongs to him, perhaps it's a matter for the police.

As no agreement has been reached the matter has been passed to me for review.

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.

Having done so, I agree with the investigator's conclusion for much the same reasons. I don't uphold this complaint.

On the face of the evidence, and on balance, despite what Mr M says, I don't agree that iDealing.com behaved unreasonably in response to his request to close his account.

Before I explain why this is the case, I think it's important for me to note I very much recognise Mr M's strength of feeling about this matter. He has provided submissions to support the complaint, which I've read and considered carefully. However, I hope he won't take the fact my findings focus on what I consider to be the central issues, and not in as much detail, as a discourtesy.

The purpose of my decision isn't to address every single point raised by the parties under a separate subject heading, it's not what I'm required to do in order to reach a decision in this case.

My role is to consider the evidence presented by Mr M, and iDealing.com, and reach what I think is an independent, fair, and reasonable decision based on the facts of the case. I don't need any further evidence to make my decision.

I don't uphold this complaint, in summary, for the following reasons:

- In the circumstances, and on balance, I can't say that iDealing.com behaved unreasonably by refusing to close Mr M's account without formally establishing his identity.
- In other words, without formally establishing that the instructions are coming from Mr M – and that he has authority to provide instructions to close the account.
- I'm unable to say that the options given by iDealing.com, so that it could do this, are unreasonable. It's a process that's not an uncommon industry practice.
- I don't think iDealing.com has done anything wrong by refusing to call Mr M on his (new) phone number - because it's not a number that it has on record – when it couldn't get through to him on the number that it does have for him.
- I understand that otherwise iDealing.com would've been happy to call him in order to verify his identity.
- But in the circumstances iDealing.com hasn't done anything wrong by refusing to call Mr M on an unverified number as it were, that it doesn't have on record.
- I note Mr M didn't feel comfortable sending a scanned copy of his passport to iDealing.com, but that doesn't mean the suggestion by iDealing.com was unreasonable. It's a common industry practice to verify customers this way.
- And just because he refused – and doesn't want to attend the office in person with his passport – doesn't mean that iDealing.com must do something different, such as attending his home address.
- I've seen no reason why iDealing.com should do this just because Mr M has no time to attend the office.
- I'm persuaded that the onus is on Mr M to provide details of his identification if he wants iDealing.com to close down the account.
- I don't disagree with Mr M that iDealing.com can sort out this issue without much difficulty but it can only do so providing he can supply the documentation that it has asked for.
- Notwithstanding the passage of time, I don't think iDealing.com can ignore its processes to verify Mr M's identification, nor the general anti-money laundering rules and regulations that underpin the need to identify and verify a customer.
- Given the background to this complaint, which I can't ignore – namely that Mr M failed to provide the correct password on three separate occasions, resulting in the account being blocked and iDealing.com not being able to get through to him using the phone number that it had on file – I think it's all the more important for iDealing.com to do things properly before closing the account.
- In the circumstances I can't blame iDealing.com for endeavouring to do the right thing in order to protect its customers and business. So, in the circumstances and on balance, I can't say that iDealing.com has done anything wrong by refusing to close the account without verifying his identity - which is still outstanding.

I appreciate that Mr M will be thoroughly unhappy that I've not upheld his complaint.

Furthermore, I realise my decision isn't what he wants to hear. Whilst I appreciate his frustration, I can't uphold this complaint and give him what he wants.

My final decision

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 30 May 2024.

Dara Islam
Ombudsman