

The complaint

Mrs W complains that Computershare Investor Services Plc failed to send her the 'leaver's option notice' and the deadline passed for her making the necessary election.

As a result, she was unable to make further contributions to her investment and suffered financial loss. To put things right, she'd like compensation for losses claimed.

What happened

Whilst working for a large multinational (UK) based bank ('the bank'), Mrs W was offered the opportunity to participate in a save as you earn (SAYE) scheme, a type of employee share save scheme (ESSS) run by Computershare.

As a participant of the SAYE scheme money was deducted from Mrs W's wages and pooled as cash with a third party. Subject to conditions being met, the scheme would've given Mrs W the option to use the pooled cash to purchase shares in the bank.

In December 2020, after 16 years of employment she was made redundant. Soon after she reached out to Computershare to determine what this meant for her. She was told she had six months from her leaving date to make further contributions and exercise any share options she's acquired as part of the SAYE scheme.

Put differently, the SAYE scheme offered employees the opportunity to make additional contributions so that they could purchase shares at a preferential price after leaving their employment.

Mrs W says her understanding was that she could make six further payments and confirmed this with the managers and was told to set up a standing order. In January 2021 deductions didn't come out of her last pay cheque, so she set up the standing order for February 2021 and was expecting payments to come out until July 2021, however they stopped in June 2021.

Put differently, in June 2021, Mrs W's option to purchase additional shares expired without being utilised. In July 2021 she raised a complaint, she felt she couldn't exercise her options as result of failings by Computershare. In other words, Computershare hadn't warned her that the options were due to expire, and as a result she lost the opportunity to purchase shares.

Computershare didn't uphold the complaint, in summary it said:

"Having investigated the matter, I am able to confirm that you were informed of your choices before you left employment, you were also informed of the leaver choices due to the leaver pack that we sent to your personal email.

The sharesave leaver form of direction was and still available on Equateplus where you were provided with the expiry dates regarding your plan.

Whilst I appreciate your frustration during this issue no error has been identified.”

Unhappy with Computershare’s response, Mrs W referred the complaint to our service. Computershare initially argued that our service didn’t have jurisdiction to consider the complaint – on the basis that it hadn’t carried out a regulated activity. However an ombudsman having considered the issue decided that our service did have jurisdiction to consider the merits of this complaint.

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

- Although Mrs W says that the literature was unclear about future contributions – in other words, she wasn’t given any information and/or was given information that was unclear – about leaver’s options, this isn’t correct.
- Section 11.3 of the bank’s booklet – titled (the bank) HOLDINGS SAVINGS-RELATED SHARE OPTION PLAN (UK) – states:
 - *“...where a Participant ceases to be employed by a Participating company due to a Good Leaver Reason, they may exercise their Option within the period starting on the date such cessation and ending six months later. Their Option will then lapse.”*
- The maturity brochure – found in the ‘library’ section of the account, also explained the available options including information about buying further shares, retaining them and/or selling them.
- It was made clear within the brochure that Mrs W would have to work towards a deadline of six months.
- Despite what Mrs W says about not being given clear instructions about what to do, both Computershare and the bank had shared enough information with Mrs W for her to know what options were available to her upon maturity.
- Mrs W instructed Computershare to make additional payments so that she could exercise the options. This shows she had enough information about how the scheme operated and the choices available to her.
- Computershare not allowing her to make a lump sum doesn’t mean it behaved unreasonably. It’s not for us to tell a business how to run its affairs.
- At the heart of this complaint is the argument about Computershare’s communication or lack of communication regarding Mrs W exercising her options.
- Despite Mrs W’s claim that Computershare didn’t write to her or call her about the deadline (and that she had to act), Computershare emailed her advising her that there was a ‘leaver’s task’ for her to consider.
- The email address was the same as the one Mrs W quoted when she called Computershare, and it’s the same email address she updated her records to after leaving the bank.
- So, in the circumstances it’s more likely than not she received the message. In addition, a task was created on the platform advising her to act.
- From the relevant call with Computershare – in the main relating to re-setting her password – it’s clear that Mrs W wasn’t aware of the task which is why she asked for an update on her leaver’s options.
- Despite the handler directing her to the task, the time to exercise the option had already elapsed.
- The task notification is secondary to the email sent. The email itself was enough to give notice about the actions required if she wanted to make an election. Without this Computershare wouldn’t have known what was required.
- In the circumstances, Computershare hasn’t done anything wrong.

Mrs W disagreed with the investigator's view and asked for an ombudsman's decision. Whilst there's been some correspondence between her, Computershare, and the investigator, in summary she made the following key points:

- It wasn't that she wasn't given clear information. It's that she wasn't emailed reminding her that she had an action which is something that all employees get.
- She questions the instructions/dates that she was (purportedly) sent. She maintains she changed her email address but didn't receive an email.
- After years at the bank, she's been disadvantaged whilst navigating redundancy and lockdown.
- She's disgusted by how long it has taken Computershare to get its act together. She went above and beyond to get clarity regarding what she needed.
- She shouldn't have been disadvantaged when she was made redundant.
- The least Computershare can do is to compensate her for the inconvenience of chasing up this matter over the years.
- Having paid in, surely the intent was always to buy the shares which Computershare ought to have known. She feels like she's being treated unfairly to those that are employed.
- In short, she's done nothing wrong, previous schemes have treated her differently.
- Computershare is treating her unfairly.

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'm not going to uphold this complaint.

On the face of the evidence, and on balance, despite what Mrs W says, I'm unable to safely say that Computershare behaved unreasonably such that this complaint should be upheld.

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

The purpose of my decision isn't to address every single point raised. My role is to consider the evidence presented by Mrs W and Computershare, and reach what I think is an independent, fair, and reasonable decision based on the facts of the case.

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

- On the face of the evidence, and on balance, despite what Mrs W says, I'm satisfied that the key documentation – namely the bank's booklet – made reasonably clear the position with regards to exercising options once an employee has left the business.
- In the circumstances I'm persuaded Mrs W knew, or ought reasonably to have known, that her ability to exercise her options started on the day she ceased employment and ended six months later.
- I'm aware that similar information regarding the six-month timeframe within which to

exercise her option was also made clear and available to her in the brochure.

- I note Mrs W instructed Computershare to take additional payments – so that she could exercise the option – which suggests that she (more likely than not) knew how the scheme operated and the choices available to her, but for some reason didn't exercise her options within the relevant timeframe.
- Despite what she says about the lack of communication or adequate communication, I'm satisfied that Computershare emailed her – using her updated (personal) email address so it's more likely (than not) she received it – notifying her that she had a 'leaver's task' to consider. I'm also aware that a task was created on the platform which she would've had to complete.
- Based on the relevant call Mrs W had with Computershare, it's clear she wasn't aware of the outstanding task and that's why she didn't exercise her options. But if Mrs W didn't read and action the email or the task (because she wasn't aware of it) it's not something I can blame Computershare for. In the circumstances, and on balance, I'm satisfied that it took reasonable steps to notify her of her options.
- Put differently, in addition to making clear the general position with regards to what she had to do if she wanted to exercise her option (upon leaving her employment), Computershare also sent her a reminder at the time thereby doing what it reasonably could to ensure Mrs W was aware of her choices if she wanted to exercise her option.
- I'm aware that Computershare wouldn't have known what she wanted to do (even though she paid into the scheme) so it wasn't obliged to write to her or call her specifically regarding her options.
- In other words, I can't say that Computershare has done anything wrong by not writing to her or by calling her (over and beyond what it did) because it wasn't obliged to.
- I've seen no reason to doubt Mrs W's intention to exercise her options. But her inability to do so is not something I can blame the business for because she was prompted to act but didn't.
- Whilst I have much sympathy for Mrs W and her situation at the time, in this instance, I'm satisfied that the option lapsed because she didn't exercise the options within the relevant timeframe not because of anything done by Computershare.
- Despite what Mrs W says, I'm not persuaded that she completed the leaver's task. In other words, I'm persuaded by Computershare's response that it hasn't found any evidence on its system that she had.
- I'm mindful of Mrs W's points regarding her treatment but I've not seen anything that would persuade me that she was treated unfairly by Computershare in relation to her not exercising her options within the relevant timeframe.

I appreciate that Mrs W will probably be unhappy that I've not upheld the complaint and that I've not awarded redress for the losses claimed. I realise my decision isn't what she wants to hear. But on the face of the available evidence, and on balance, I'm unable to uphold this complaint give her what she 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 Mrs W to accept or reject my decision before 6 November 2024.

Dara Islam

Ombudsman