

## The complaint

Mr M complained about Interactive Brokers (U.K.) Limited (IBUK). He said he tried to transfer shares to Interactive but when it kept failing, he was charged a fee each time. He said IBUK shouldn't have done this. He would like it to refund transfer fees for the failed attempts.

## What happened

Mr M opened a trading account with IBUK on 20 June 2023. He tried to transfer shares from a third party to IBUK on 5 July 2023. He said he was given instructions about how to do this but when he tried it didn't work. He said he tried on three occasions but each time the transfer failed.

Mr M said he called IBUK on a number of occasions and was told to keep trying. He said it was eventually discovered that the reason why the transfer was failing was that a middle initial on his name was missing.

Mr M said IBUK charged him on the three occasions he tried to transfer the shares on 5 July 2023. He said IBUK charged him CAD 143 for each failed transfer, and he ended up paying CAD 429. He said this doesn't seem fair and would like IBUK to refund these fees. He complained to IBUK about this.

IBUK said in response that the transfers made by Mr M were mainly rejected due to differing information provided between the third party and IBUK. It said this was due to a name difference. It said the name on the IBUK account contained an initial whereas the account with the third party did not.

IBUK said it was satisfied it provided enough information in its guide on how to complete the transfer. It said it also provided a warning and disclaimer before Mr M submitted his transfers online. It said its disclaimer said, "If the account title does not match exactly on the sending and receiving accounts, the transfer may be rejected, and you will be subject to any applicable fees". It said it felt Mr M ought reasonably to be aware of the risk the transfer would be rejected, and fees would apply.

IBUK said whilst its sorry Mr M incurred fees, It does not feel it's to blame for this.

Mr M was not happy with IBUK's response and referred his complaint to our service.

An investigator looked into Mr M's complaint. He said he didn't think IBUK needed to take any further action. He said he didn't think it was at the root cause of the problem. He said the fees were incurred before Mr M corrected the issue of the account name being a mismatch and were as a result of him providing incorrect instructions.

Mr M is not in agreement with the investigator's view. As the parties are not in agreement, Mr M's complaint 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 have independently reviewed Mr M's complaint and have arrived at the same outcome as the investigator, for broadly the same reasons. I will explain why.

When Mr M opened his account with IBUK on 20 June 2023, he accepted its terms set out in its client agreement. This included its terms on fees. It stated within the terms that the fees would be updated on its website.

So, when Mr M opened his account, the relevant charges applied including a rejection fee for failed transfers. And these fees, as stated within IBUK's terms, were set out and updated on its website. So, I can see IBUK displayed its fees, including the rejection fee, as it said it was going to when Mr M signed up for the account.

In addition, I can see, as has been mentioned already by the parties, that there was a disclaimer that would have been displayed by IBUK before Mr M carried out the transfers online. The disclaimer said:

"If the account title does not match EXACTLY on the sending and receiving accounts, the transfer may be rejected and will be subject to any applicable fees. Please check the displayed account title prior to submitting your DRS request. If there is a discrepancy, please contact client services via message centre for assistance in processing the transfer manually."

So, after seeing all of this I can see IBUK when it charged Mr M rejection fees, was acting within the terms it set on Mr M's account, that he signed up for. And I can't fairly say that Mr M wasn't given clear information about this before he agreed to each of the three failed transfers on 5 July 2023.

That said, Mr M said he was on the phone trying to resolve matters for several hours and sent several emails to IBUK too. I empathise with Mr M about this and can see from the contact logs provided by IBUK that Mr M did make contact on several occasions leading up to and on the day of the transfers, as well as after the event to make a complaint. I looked into this, in particular about the day in question, to see whether IBUK treated Mr M fairly here when he contacted it to ask for help.

After doing so, I don't think I can say reasonably that IBUK ought to have done more than it did do, when it provided support and help to Mr M when he contacted it. I haven't seen that it has made any mistakes or ought to have intervened to assist any more than it did.

I can see that when Mr M made contact on 5 July 2023 after the erroneous transfer attempts had occurred, IBUK offered to make a manual transfer to ensure that it took place without any further errors, as it stated it would in its disclaimer. This is how the transfer was resolved in the end.

So, after seeing what has happened here, I can't say that IBUK has been unfair to Mr M in its actions. Instead, I think it has done what it stated it would in its disclaimer and applied its fees as it has described in its terms and on its website. I also don't think, after reviewing the contact logs and emails, that IBUK ought to have done more than it did on this occasion. So, because of this, it follows that I am not going to ask it to do anything further.

I appreciate that my decision will be disappointing for Mr M, and I acknowledge the strength of his feelings in the submissions provided. Again, I acknowledge the frustrations he has felt from trying to resolve these issues with IBUK. But based on everything I have read and the findings I have given, I don't find IBUK has made any mistakes here or are responsible for the transfers being rejected on the three occasions in question. So, I don't uphold Mr M's complaint.

### **My final decision**

My final decision is that I do not uphold Mr M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 27 September 2024.

Mark Richardson  
**Ombudsman**