

The complaint

Mr L has complained about the charges he has incurred on his account with iDealing.com Limited (iDealing') when raising a payment and for retaining a shareholding of a company liquidation on his ISA account.

What happened

In April 2024 Mr L requested a transfer of just over £704.13 from his iDealing account but saw it was less than it should have been – £618.13. He was advised by iDealing this was because there was a minimum balance to be kept on an open ISA account of £60 so an extra £36 had been added to the balance.

It said this was because Mr L's ISA held a shareholding that was in liquidation. Any liquidation proceeds would be applied and forwarded to his new ISA manager. iDealing would still act as custodian of the shares and would incur an expense in doing so. And it confirmed all cash transfers were carried out by cheque which incurred a cost of £25, hence the £50 he had been charged.

Mr L wasn't happy and raised his complaint with iDealing at the end of April 2024. He said iDealing had twice charged for a cheque transfer where more cost effective and timely methods were available on its website and iDealing should be delivering good outcomes to customers. He also complained there was no reference in iDealing's terms and conditions for an actual minimum balance requirement.

iDealing didn't reply so Mr L brought his complaint to the Financial Ombudsman Service. Our investigator who considered the complaint thought iDealing needed to do more. She said;

- She referred to iDealing's 'Services & Prices' and that if Mr L had been treated fairly the withdrawal could have been made via 'Faster Payments Out' at a cost of £3.85. There was no evidence Mr L had asked for a cheque payment.
- The retention of £60 wasn't for ongoing management fees but for an 'Account Nominee Transfer' but as the only holding was in liquidation and iDealing couldn't compel the new platform to take it, it was unlikely it would ever be transferred so there was no need for an 'Account Nominee Transfer' fee to be maintained.
- She said that iDealing should pay Mr L the difference between the cheque fee and the 'Faster Payment Out' fee plus 8% interest and it should refund the £60 plus interest. It should also pay Mr L £100 for the distress he suffered.

iDealing didn't respond to the investigator. As the complaint remains unresolved, it has been passed to me for a decision in my role as ombudsman.

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.

In its response to queries from the investigator, iDealing referred to a complaint previously dealt with by this service and its submissions for that complaint, but this service treats all complaints individually and in the particular circumstances of a complaint. And iDealing didn't respond to the investigator after she issued her view, so I haven't been presented with any additional information or evidence for me to take into account in my consideration of the complaint.

I have referred to iDealing's 'Services & Prices' document on its website as advised by iDealing. There are two payment withdrawal methods. One is 'Cheque Out' which is a;

'Fee for withdrawal payment made by cheque draft'

for a maximum amount of £50,000 which incurs a fee of £25. There is also a 'Faster Payments Out' facility and the;

'Fee for withdrawal payment made by Faster Payments (Max. pmt amount £5,000)'

is a charge of £3.85.

But while I accept that the 'Withdrawing Funds from your Account' section of the 'Account Operations' page on iDealing's website does say 'Withdrawal requests can only be made to a bank account registered with us...' I can't see anywhere on the 'Services & Prices' document that payment would only be made by cheque when transferring to a different provider. And in the particular circumstances of this complaint, I haven't been provided with any evidence to show that Mr L agreed to payment being made by cheque or was advised payment for a transfer could only be made by cheque. And in the absence of him being advised of that I think if he had been made aware of the choices – payment by cheque or the Faster Payment option – he would have chosen the latter which was clearly cheaper and faster option.

iDealing is a regulated business and the regulator – the Financial Conduct Authority ('FCA') – lays down rules and Principles which regulated businesses must abide by.

Principle 6 says;

'A firm must pay due regard to the interests of its customers and treat them fairly.'

Principle 12;

'A firm must act to deliver good outcomes for retail customers.'

And in this case I can't agree that iDealing has treated Mr L fairly or acted to deliver a good outcome. I can't see he was advised of the fact that a withdrawal could only be made by cheque or that he asked for or agreed to it. His complaint is that the withdrawal payment was made by cheque where there were faster and cheaper options which I think it likely he would have used. So, I think iDealing should repay the difference between the two cheque payments he made – on 28 February 2024 and 24 April 2024 – and the cheaper faster payment option.

iDealing has explained that for a company in administration – the remaining shareholding – it still has a custodial role and the fact that the company is in administration would mean it likely it will require a higher level of custody work. And that the £60 required was the 'minimum balance to be held to cover anticipated future fees'. iDealing's 'Account

Operations' page on its website refers to the need for an 'account minimum balance requirement to cover any future closure/transfer fee and one year's administration/custody fee.'

The 'Services & Prices' document only refers to a 'Securities Custody' fee of 20 pence per month, there's no 'ISA Management' fee and the only charge for £60 relates to the 'Account Nominee Transfer' which is an;

'Administration fee for any account nominee transfer (including partial transfers) instruction.'

iDealing has said that for the company in liquidation it can't force the new provider to take the shareholding when they have declined. And that the £60 it has retained is not for ongoing management fees but for the 'Account Nominee Transfer' fee. But as the company is in liquidation I can't foresee there will be a need to transfer the shareholding and from what iDealing has told us, the new platform has declined the transfer. So, I don't think that fee is warranted.

It follows I uphold Mr L's complaint and I think Mr L has been caused distress by iDealing so he should be awarded payment as a reflection of that.

Putting things right

So, to put the matter right, iDealing needs to do the following;

- Repay to Mr L the difference between the cost of the two cheque payments and the Faster Payment fees. iDealing should add 8% simple interest to those amounts from the date(s) they were debited from the account to the date of settlement
- iDealing should also refund Mr L the charge of £60 retained in his account for the Account Nominee Transfer fee along with 8% simple interest from the date it was applied to the date of settlement.
- iDealing should also pay Mr L for the distress he has been caused.

My final decision

For the reasons given, I uphold Mr L's complaint about iDealing.com Limited and it should put the matter right as outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 10 October 2025.

Catherine Langley
Ombudsman