

## **The complaint**

Mrs C complains about a delay caused by Quilter Financial Services Ltd when she asked to withdraw a lump sum from her stocks and shares ISA.

## **What happened**

On 17 May 2024, Mrs C got in touch with her Quilter financial adviser as she was looking to withdraw £153,000 from her investments, which she needed quickly due to her personal circumstances. She wanted advice as to a tax efficient option of taking this money as she had an ISA, a general investment account and a pension with Quilter.

The adviser recommended that Mrs C withdraw the amount from her stocks and shares ISA, but due to a delay, the money wasn't then received until 19 July 2024. Mrs C made a complaint about the delay, as she was going through a very difficult time and the adviser knew that she needed the money quickly – she added that she received conflicting information throughout about what was happening with her withdrawal request. For clarity the complaint is not about the advice itself, simply the delay in handling the withdrawal.

Quilter accepted responsibility for delays caused between 17 May and 4 July 2024 and offered Mrs C £150 to resolve her complaint. Mrs C remained unhappy and brought the complaint to our service, as she felt the £150 offered was not enough to make up for the concern she was caused.

An investigator at our service considered the complaint and upheld it, finding that the withdrawal ought to have been completed around 4 June. He asked Quilter to provide him with details of the value of the ISA on that date, compared to when the investments were sold in July, so he could consider if any financial loss had been caused. He explained that it was possible that more units had to be sold as a result of the delay, than would have been necessary. So, if Mrs C had less units now than she otherwise ought to have, Quilter should buy those units for Mrs C and put them in her ISA. He also recommended that Quilter should pay a total of £300 for the distress caused here, given Mrs C's circumstances.

Mrs C agreed with this outcome. Quilter disagreed that they should pay any financial loss – they said Mrs C hadn't specifically requested this and they didn't agree with the methodology. They said that the FTSE rose by 30 points in the period of 4 June to 19 July, indicating that there wouldn't be any financial loss. However, they said they were not adverse to increasing the compensation for distress and inconvenience. As the investigator wasn't persuaded to change his mind, the complaint has been passed to me for a final decision.

## **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 conclusion the investigator reached for largely the same reasons. There's no disagreement from Quilter that they caused the delay – they simply

disagree as to how to put this right. So, the focus of my decision will be on redress and my broad aim is to ensure Mrs C is no worse off than she would have been, had Quilter not caused any delay.

I've first considered when the investments would have been surrendered, but for the delays caused. Based on Quilter's evidence, on 4 July the adviser got in touch with Mrs C to ask her to sign the withdrawal paperwork and this was signed a couple of days later. The adviser sent the request to the relevant team by 10 July 2024 and Mrs C received the money on 19 July. I don't have the details, but I assume the trades were placed on or shortly before 19 July. I'm satisfied it's reasonable to assume that the same timeline of events would have taken place shortly after Mrs C got in touch with the adviser in May, in which case the trades ought to have been placed around 4 June 2024.

I can see from the withdrawal request that Mrs C asked for the £153,000 to be generated by selling proportionally across all the assets she held in her ISA. I can also see, based on a valuation on file from the end of May 2024, that she held over 35 funds in her ISA portfolio. The investigator originally simply asked Quilter to carry out the comparison of how many units Quilter would have sold on 4 June with the number actually sold to facilitate the withdrawal, but Quilter have refused to provide this information to our service.

I can see Quilter has referenced the growth in the FTSE between 4 June and 19 July, to suggest there would have been no loss. However, given the portfolio was made up of over 35 different funds, I'm not satisfied that the growth of the FTSE is a direct comparison for the investments she holds.

Quilter has argued that Mrs C didn't request this type of redress when she brought her complaint and so they don't understand why we would award it. However, a consumer doesn't need to specify an amount or a method of redress in order for it to be awarded by our service. It's one of the benefits of our being an informal service that consumers can use without representation – they don't need to put forward a specific suggestion in order for us to make an award.

Quilter hasn't provided the complaint letter Mrs C sent them, but from the extracts set out in their response to the complaint, it appears she didn't request a specific amount from them either. Quilter ought to know from previous complaints that our service has considered about them, that when a consumer complains about a delay in selling investments, our primary concern is with any financial loss caused by that delay. So, they shouldn't be surprised by the approach the investigator has taken here.

I've noted Quilter hasn't put forward any other arguments about the redress method suggested by the investigator – for instance no issues have been raised around their ability to add money to, and buy units within, Mrs C's ISA. Overall, having considered the various options for fair and reasonable redress here, I'm satisfied the method put forward by the investigator is reasonable and ensures Mrs C is no worse off than she otherwise would be.

So, Quilter should carry out a full calculation, comparing the price of the units of each of the funds between 4 June and when those units were sold in July 2024. If for any of the funds Mrs C sold more units in July than she would have on 4 June, then the number of units difference is the loss she's experienced. To put that right, Quilter should buy Mrs C those missing units within her stocks and shares ISA. In the event that all the funds had higher unit prices when they were sold in July compared to June 2024, then there will be no financial loss to pay, as Mrs C would have retained more units as a result of the delay.

I've also considered the distress and inconvenience caused to Mrs C by the delay. The adviser knew her reasons for wanting the money, and the difficult personal circumstances

she was going through. The delay appears to have been caused by internal conversations about how Quilter would be paid for the advice and facilitation of the withdrawal, which the adviser had overlooked when they spoke to Mrs C in May 2024. This was an entirely unnecessary and preventable delay, and Quilter have provided no evidence to show that Mrs C was at all responsible for it. In the circumstances, I'm satisfied that £300 for the distress and inconvenience caused is fair and reasonable.

### **My final decision**

I uphold the complaint. Quilter Financial Services Ltd must:

- Calculate if the delay in selling investments caused more units to be sold than otherwise would have been needed, in any of the individual funds. If less units would have been sold in any of the funds on 4 June 2024, then Mrs C is owed the difference. Quilter Financial Services Ltd needs to buy Mrs C those units within her stocks and shares ISA.
- Provide details of their calculation to Mrs C in a clear simple format.
- Pay Mrs C £300 for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 31 March 2025.

Katie Haywood  
**Ombudsman**