

The complaint

Mr C and Miss C2 complain about Credit Suisse International.

They say it delayed paying redress following a 2019 final decision from our Service, insisting on notarised identification documents that weren't necessary.

To put things right, they say it should pay 8% simple interest on the delayed payment.

What happened

This case has a long and protracted history and background. It is nevertheless important to provide some detail about this by way of background to help explain how this complaint has arisen.

On 20 March 2016, following the death of Miss C1, her brother Mr C (as executor) first wrote to Credit Suisse asking it to change the account holder name to his name so that he could administer the funds – in a Protected Capital Account Tracked Growth 38 Direct Deposit Plan held in a bare trust – for Miss C1's daughter, his niece, Miss C2. The investment was due to mature in May 2018.

On 23 March 2016, Credit Suisse acknowledged Mr C's letter and original documents that he'd sent in support of his request. In response it said: *"We will send a separate letter in response to any enquiry within the next few days"*, which it maintains it did the next day. Mr C however says he never received a response, so couldn't and didn't respond.

The matter appears to have been left unresolved, with no further contact from either party. On 10 May 2018, the investment matured but the money wasn't paid out, owing to the ongoing issues.

On 3 January 2019, Credit Suisse sent a further letter requesting the outstanding documents relating to Mr C's request. Mr C called Credit Suisse to ask why it hadn't contacted him earlier, and why it had taken so long. Unhappy with its response he forwarded a complaint to our service.

In a view dated 4 June 2019, the investigator upheld the complaint in favour of Mr C and both parties agreed to the outcome. The investigator thought Credit Suisse ought to have sent out a notification to Mr C, prior to maturity, so that Mr C could've submitted any further documents needed to encash the investment. Unfortunately, Credit Suisse didn't pay the settlement, so Mr C sought an Ombudsman's decision.

A final decision was issued by me on 25 November 2019 (the 2019 decision) also upholding the complaint. To put things right, I said:

"Notwithstanding the delays to date, I think the business should pay the redress – as recommended by the investigator – immediately and within seven days of Mr C accepting this decision, now that it has received all the relevant evidence and has completed its calculations (my emphasis added).

In other words:

- *Look the percentage growth of the investment with the 1825 investment from the date of the investment maturity, to the date of settlement.*
- *If this is positive, then the percentage growth should be applied to the business' funds.*
- *If there has been no growth with the 1825 investment, no redress is due.*

If the business fails to pay the redress within seven days of receipt of Mr C's acceptance of this final decision, it should add 8% simple interest to the payment from the deadline of the seven days, to the date of settlement."

I also made the following further comment:

"But I hope the business' prompt payment in response to this decision will go some way to redressing that upset. And that his niece for whom he is doing all this will appreciate all his efforts and be able to benefit from her money soon."

Credit Suisse contacted our service on 9 December 2019 and said that because Miss C1's daughter (Miss C2) had turned 18, the settlement could be paid directly to her. But to do so, it would need her to provide the following documents:

- *"Proof of ID (i.e. Passport, driving license, HMRC letter or recent evidence of entitlement to benefit letter with National Insurance number on it)*
- *Proof of address (council tax bill, valid driving license if not used for proof of ID, bank statement less than 3 months old, local authority rent card or tenancy agreement)."*

On 19 December 2019 Credit Suisse contacted our service again to provide its direct contact details (to pass on to Miss C2), which it did. Our party received no contact from either party after that in relation to the 2019 decision.

On 29 January 2020, Credit Suisse wrote to Mr C to confirm that it needed the ID and verification documents. Following this, on 27 February 2020, Miss C2 called Credit Suisse to discuss matters but was unable to do so because she failed caller verification. Credit Suisse advised her to write in with instructions.

There was no further contact between Credit Suisse, Mr C or Miss C2, until 31 May 2024, when Credit Suisse received Miss C2's notarised documents. On 3 June 2024, it paid her £5,912.28 (comprised of £5,000 plus £912.18 for the growth of funds) but didn't include 8% interest awarded in the 2019 decision.

Mr C had already raised a complaint in May 2024, about Credit Suisse's requirement for notarised documents and the non-payment of interest. In a Final Response Letter (FRL) dated 20 June 2024, Credit Suisse conceded that it had given Mr C incorrect information, as it could've accepted the original documents instead of notarised copies. It apologised for the oversight and paid £100 compensation for any distress and inconvenience caused.

Mr C raised another complaint, about Credit Suisse's inability to address his complaint about the lack of payment of interest as well as several service failings. Credit Suisse issued a further FRL dated 16 August 2024 in which it paid another £150 for the inconvenience caused due to its service failings. It also confirmed that on 16 August 2024 it paid Miss C2 another £639.63 in interest, which it said covered a period from date of maturity to 37 days from when it notified our service that it required Miss C2's ID documents. It said 37 days was

enough time or Miss C2 to arrange the further documents. It was unreasonable to hold it responsible for the delays that it didn't cause.

The investigator having considered the complaint thought it should be upheld. In a view dated 6 February 2025, she said:

- Although linked to the 2019 decision, the current complaint is separate and hasn't previously been considered by our service. It is in relation to Miss C2 and the lack of payment of interest.
- In 2019, Mr C told the previous investigator that he was unhappy about having to provide notarised documents (in relation to the passing of Miss C1). Because this wasn't something he'd raised with Credit Suisse at the time, the investigator didn't feel it was something he could consider.
- The ombudsman in his final decision didn't comment on the issue of the notarised documents, in terms of whether they were required or not.
- The ombudsman said that "*now that it has received all the relevant evidence and has completed its calculations*" ...payment should be made within seven days, or Credit Suisse would need to pay 8% simple interest, "*from the deadline of the seven days, to the date of settlement*".
- The current complaint is about Miss C2 turning 18 and becoming an eligible payee (as sole beneficiary), and Credit Suisse's *new* requirement for *her* to provide notarised documents. Moreover, its decision to withhold payment until it received the documents, and whether or not it's right not to pay the interest.
- In the circumstances it was reasonable for Credit Suisse to request ID documents from Miss C2 – whether in the form of notarised copies or original documents – to verify her identity, as per its requirements. So, she can't say Credit Suisse did anything wrong by requesting these documents.
- In terms of the interest paid, Credit Suisse confirmed that it had paid 8% interest from 10 May 2018 (when the plan matured) until 16 January 2020 (37 days after it requested ID documents via our service) but she can't say this is reasonable.
- Neither is she able to say that Credit Suisse should pay 8% interest for the entire period of delayed payment, to 3 June 2024.
- Despite what Mr C said about the pandemic and lockdown, this wouldn't have prevented him and/or Miss C2 from obtaining the documents for nearly four and a half years (until May 2024).
- She's not aware of any trade restrictions between when lock down started (on 23 March 2020) and the time Mr C and Miss C2 had to obtain the relevant notarised documents.
- Our service also notified Mr C about Credit Suisse's request for Miss C2's ID and verification documents. Credit Suisse also wrote to Mr C on 29 January 2020 letting him know that it was waiting for the documents.
- Between 27 February 2020 when Miss C2 called Credit Suisse and May 2024 when the documents were provided, there appears to be no further contact between the parties, without any real justification.
- On the one hand, Credit Suisse's level of contact (lack of contact) hasn't been satisfactory. It was aware that the final decision was binding and unresolved. Beyond contacting our service and writing to Mr C, it did nothing more to follow up the issue.
- Whilst Credit Suisse was entitled to withhold payment until it could verify Miss C2's identity as per business requirements, it had a responsibility to chase the information and proactively try and pay the settlement, which it hasn't done.
- On the other hand, Miss C2 also had an obligation to provide the documents as soon as possible. Whilst it has been difficult got Miss C2 to navigate all this, neither she nor Mr C, who has been helping her, took reasonable steps to minimise the delays.
- In the circumstances, and on balance, Credit Suisse and Mr C and Miss C2 are

jointly responsible for the delays.

- To put things right, Credit Suisse should pay redress up until 3 March 2022, which is roughly the mid-point between the deadline of the seven days (as per the 2019 final decision) and when the money was paid on 3 June 2024.
- In the circumstances the £250 compensation paid for the distress and inconvenience is fair and reasonable.

Both Credit Suisse and Mr C and Miss C2 agreed with the investigator's view. On 21 February 2025, Credit Suisse requested the payment details for Miss C2 which the investigator supplied immediately.

In an initial email from the investigator dated 26 February 2025, the bank details weren't visible, so they were re-sent and were visible. In response, Credit Suisse sought clarification regarding the dates, in doing so, in summary it made the following points:

- It would appear based on the calculations already made that Credit Suisse has already paid 8% interest to cover the period the investigator refers to.
- The plan matured in May 2018. In January 2019 it wrote to the executor detailing what it needed to pay out. It applied £912.28 interest to the matured funds totaling £5,912.28.
- In December 2019 (following the ombudsman's decision) because the plan matured it required further documentation and payment instructions.
- As Miss C1 invested this money for her daughter Miss C2, who had reached the age of 18, the money could be paid to Miss C2 (subject to documentation being provided) but it heard nothing back from her until 2024.
- It should pay 8% simple interest between the plan maturity date and 37 days post the last correspondence from our service to Mr C and Miss C2 in relation to the information it required.
- In summary, it added 8% simple interest to £5,912.28 – for 617 days - from 10 May 2018 to 16 January 2020. Less tax, this amounts to an additional £639.

Following an explanation from the investigator, on 27 February 2025 Credit Suisse changed its mind and withdrew its acceptance. It asked for an ombudsman's decision, rejecting the investigator's previous view, stating that the redress was unfair because it wasn't liable to pay interest over and above what it had already offered.

In summary, it said:

- Miss C2 was obligated to send in the documents promptly, to allow it to make payment, but she didn't.
- There were no exceptional circumstances.
- Credit Suisse took reasonable steps to contact our service in December 2019 and Mr C in January 2020 but received no response. So, it's unreasonable to hold it liable for the delays caused entirely by Miss C.
- The dates proposed by the investigator also didn't make sense – 3 March 2022 is not a midpoint from plan maturity.

The investigator having considered the additional points wasn't persuaded to change her mind. In summary, she said:

- Credit Suisse hasn't provided any persuasive argument that would lead her to conclude that the 37-day interest is fair.
- It had a responsibility to make proactive attempts to settle the complaint as directed but didn't.

- All parties were aware of the interest stipulation, but equally failed to mitigate their position therefore the 50/50 liability split is fair.
- Her view explained that the interest was capped at 37 days *post decision* (not maturity).
- Mr C's acceptance was sent to Credit Suisse on 27 November 2019, via email.
- The ombudsman decided that 8% interest would accrue from 3 December 2019, if payment wasn't made by then.
- 3 March 2022 is an estimated midpoint between the deadline (3 December 2019) and payment (3 June 2024).
- Neither party took reasonable steps to proactively settle the complaint, even though the responsibility was on both.
- Credit Suisse contacted Mr C in January 2020, but made no effort to chase thereafter. Miss C called Credit Suisse but failed security, so the issue moved no further.
- Credit Suisse was aware that interest would continue to accrue but made no effort to chase a settlement.

As no agreement was 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. On the face of the evidence, and on balance, despite what Credit Suisse says, I'm going to uphold this complaint.

In the circumstances, and on balance, I'm not persuaded that Credit Suisse's latest offer of redress is fair and reasonable. On the face of the evidence, and on balance, I think that both Credit Suisse and Miss C2 (and Mr C) are equally responsible for the delays, therefore it must do more to put things right.

So, to put things right, Credit Suisse should pay Miss C2 8% simple interest on the £5,912.28 – from 3 December 2019 (the deadline of the seven days is stipulated in the 2019 decision) to 3 March 2022 (roughly the midpoint before settlement on 3 June 2024) – less any interest payment already made.

Put another way, it should pay half of the overall interest payment that would've been generated on the £5,912.28 between 3 December 2019 and 3 June 2024, less any interest payment already made.

It should also pay Miss C2 £250 compensation for the trouble and upset caused, unless it has done so already.

I understand that Credit Suisse now has all the necessary documents for payment, it should make the additional interest payment within 28 days of Miss C2's acceptance. If it doesn't, it should add another 8% simple interest from the end of the 28 days to the date of settlement.

Before I explain further why this is the case, I think it's important for me to note I very much recognise Mr C's and Miss C2's strength of feeling about this matter. Mr C has provided detailed submissions to support the complaint, which I've read and considered carefully. However, I hope that they and Credit Suisse won't take the fact that 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 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 C and Credit Suisse, and reach what I think is an independent, fair, and reasonable decision based on the facts of the case.

I'm mindful that it was in 2016 when Mr C first got in touch with Credit Suisse, to try and sort things out for his niece, Miss C2 (who at the time was a minor), after his sister sadly passed away.

It's arguable that had matters been resolved, as intended by Mr C, he would've been able to look after Miss C1's investment for Miss C2.

But for reasons that aren't directly relevant to this complaint, matters unfortunately weren't sorted. Miss C2, also in the meantime, came of age which meant that Mr C couldn't necessarily deal with issues on her behalf. Miss C2 was legally required deal with her own investments.

In 2019, I issued the 2019 decision upholding the complaint, agreeing with the investigator (which Credit Suisse also agreed with).

On the basis that Credit Suisse had all the necessary evidence, and completed its calculations, I asked it to make redress payment within seven days, if not, I asked it to add 8% simple interest – from the end of the seven days to the date of settlement.

I didn't envisage that it would take Credit Suisse nearly four and a half years to make payment, and there is now a question mark over the interest payment. In fact, I was very surprised to learn that from February 2020, when Miss C2 contacted Credit Suisse to try and resolve matters, both parties ceased contact.

I note that this is the general background to this case and how Credit Suisse, Mr C and Miss C2 have ended up in the situation that they have. And this complaint, unlike the previous complaint now involves Miss C2, the documents she was required to provide, and the interest payment.

Whilst I can't blame Credit Suisse for requiring documentation necessary for verifying Miss C2, I also think it could've done more to chase her up and been clearer about what form it could accept the documentation.

I'm mindful that Miss C2 (and Mr C) spent a disproportionate amount of time trying to obtain notarised documents, which Credit Suisse didn't need as original documents would've also been sufficient. I'm also mindful that Credit Suisse didn't chase-up Miss C2 (after February 2020), and it should have, as she was the sole beneficiary and payee of the money that her late mother Miss C1 had invested for her benefit.

I appreciate that the lockdown period wouldn't have helped matters (for either party) but more so Mr C and Miss C2. However, despite what Mr C says, this doesn't in and of itself justify the unreasonable delay by him and Miss C2 in getting the required documents to Credit Suisse.

The above notwithstanding, I mindful that the onus was still on Credit Suisse, as the regulated financial business, to make the requisite payment. Instead, it was holding on to matured funds that belonged to Miss C2, and it was aware Mr C and then Miss C2 were trying to resolve this.

In other words, Credit Suisse was aware, or ought reasonably to have been aware of the long history of this case and the involvement of Mr C from the outset. This simply wasn't a situation where it had lost touch with him and/or Miss C2, or they'd gone away, and it couldn't locate them. Which is why in the circumstances, it ought to have done more to chase up and/or deal with Miss C2 who was only 18 years of age at the time.

I appreciate that where a business disagrees with an investigator's view, it is entitled to ask for an ombudsman's decision. But in this case Credit Suisse effectively agreed with the investigator's view – as did Mr C and Miss C2 – and even asked for bank details to make payment which Miss C2 duly provided (at the request of our investigator) before abruptly changing its mind again.

I note it made no new points, other than those that had already been made and considered by the investigator and decided against. So, I'm not sure why, in the circumstances, it suddenly retracted its agreement. But whatever the reason the conclusion I have come to, I think is the fair and reasonable thing to do in the circumstances.

In summary, I'm aware that Credit Suisse needed to verify Miss C2, so it was entitled to request the necessary documentation to do so, so that it could settle the complaint swiftly.

I agree with the investigator's conclusion that on the one hand Credit Suisse didn't do more to chase Mr C and/or Miss C2 to get the relevant documentation to be able to settle this complaint. And it led Mr C and Miss C2 to believe that they had to provide notarised documents when it wasn't necessary.

On the other hand, I also agree with the investigator's view, notwithstanding the challenges mentioned by Mr C, it ought not to have taken over four years to provide notarised documents in order to settle a complaint. And whilst Miss C2 contacted Credit Suisse in February 2020, she and Mr C could've done more to mitigate the delays and to swiftly resolve the complaint.

In the circumstances, and on balance, I think it's more likely than not that both parties are equally responsible for the delayed payment. Which is why I agree with the investigator that Miss C2 is only entitled to half of the interest payment accrued on this payment between December 2019 and June 2024.

In other words. Credit Suisse must pay only the interest that would've accrued on the delayed payment of £5,912.28, from the 3 December 2019 (end of the seven days) to 3 March 2022 (mid-point before settlement on 3 June 2024).

I appreciate that Mr C and Miss C2 might still be unhappy that I've upheld the complaint but still haven't given them what they want. But on the face of the available evidence, and on balance, despite what they say, I can't give Miss C2 what she wants.

Putting things right

To put things right, Credit Suisse International should do the following:

1. Pay Miss C2 the 8% simple interest that would've accrued on the £5,912.28 – from 3 December 2019 (the deadline of the seven days as stipulated in the 2019 decision) to 3 March 2020 (roughly the midpoint before settlement on 3 June 2024) – less any interest payment already made.
2. Pay Miss C £250 compensation for the distress and inconvenience caused, unless this amount has already been paid.

3. If payment isn't made within 28 days of Miss C accepting the decision, pay an additional 8% on the amount from that date to the date of settlement.

My final decision

For the reasons set out above, I uphold this complaint.

Credit Suisse International should pay redress as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C and Miss C2 to accept or reject my decision before 18 April 2025.

Dara Islam
Ombudsman