

## **The complaint**

Mr B complains about Financial Administration Services Limited (trading as “Fidelity”). He said he tried to subscribe to his allocation of new shares in relation to a rights issue, on the phone, but Fidelity didn’t carry out his instruction.

Mr B said he has made financial losses because of Fidelity’s mistake so it needs to compensate him.

## **What happened**

Mr B has a stocks and shares ISA with Fidelity. Within his ISA, he holds shares in National Grid, who announced a rights issue. Mr B decided to take up his option to buy more shares, so he set about doing this.

Mr B said he called Fidelity on 3 June 2024. He said he was talked through the steps needed to enable him to subscribe for his allotment of 233 new shares. He said he was informed by the representative that the new shares would cost him £1502.85. He said he decided to pay for them from his Barclays current account and the representative took the money over the phone using a card machine.

Mr B said it was 2 weeks later, that he realised something had gone wrong as no shares had been credited to his account. He contacted Fidelity again on 18 June 2024 and this time he said there was a difference of opinion. He said Fidelity told him it had no record of the call that took place on 3 June 2024 and instead, it told him he transferred money to his ISA account online, but didn’t then go on to exercise his rights.

Mr B complained to our service about what had happened as he didn’t agree with Fidelity’s version of what happened. He said he has lost out financially and thinks Fidelity should put things right here as it didn’t carry out his instruction on the phone on 3 June 2024.

An investigator looked into Mr B’s complaint. He said he was satisfied Fidelity acted fairly and reasonably in the circumstances. He didn’t think Fidelity needed to do anything further.

The investigator said, based on evidence he had seen, he could see a payment was made by Mr B online on 3 June 2024, and this was credited to his ISA account. He said instead of then going on to complete the rights issue purchase, Mr B then logged out. He said the rights issue lapsed and Mr B received a payment for this on 26 June 2024, and the cash he had transferred instead stayed on his account.

Mr B was not in agreement with the investigator’s view. He said the online session commenced at the instigation of a Fidelity advisor, who had informed him he needed to add £1502.85 into his ISA account. Mr B said the advisor operated a card payment machine, and with this Mr B paid the amount required from his bank account. He said he gave the details of his bank account verbally to the advisor.

Mr B said he then assumed the transfer of funds had completed the purchase, so he thanked the advisor and finished the call. The adviser didn't inform Mr B that the deal had not been completed. He said he felt very badly treated by Fidelity.

Because the parties are not in agreement, Mr B'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 B's complaint and have arrived at the same outcome as the investigator, for the same reasons. I will go through what these are.

Mr B has been clear about what his complaint is, and I understand this to be that Fidelity didn't complete his instruction for him to take up his allotment of 233 new shares, in the National Grid rights issue that happened during May and June 2024.

What is in contention between the parties is that Mr B said he called Fidelity on 3 June 2024 and discussed the rights issue with a representative. It was this call, that is crucial to Mr B's complaint as he said Fidelity didn't do what he asked during it. Fidelity on the other hand said, it did not talk to Mr B on the phone on 3 June 2024.

Fidelity said Mr B did call it on the day in question, but not until after its phone service was closed, and he most likely heard its automated recording. Fidelity has provided screenshots from its system, that support what it has said here. It has provided a list of phone calls between it and Mr B, but there are none recorded at the date and times that Mr B said they occurred, except the one that took place after its phone lines were closed.

Fidelity has provided additional screenshots and print outs from its system, showing that Mr B deposited an amount of £1502.85 into his ISA account, on 3 June 2024, online. It is also displayed on the same printout that Mr B carried out the transfer online at 1809 on 3 June 2024, after the phone lines were closed. There were also no outbound or inbound phone calls relating to Mr B logged at this time on Fidelity's system.

Fidelity said it followed Mr B's steps during that online session, and could see that after depositing the money online, rather than taking up his rights, he simply logged out. It has provided another screenshot showing that the money was transferred online and wasn't done on the phone or by using a card machine.

I do have regard for what Mr B has said. He has been consistent in his argument that he called Fidelity and about what he felt happened that day. I do acknowledge what he is saying, and it is clear to me that Mr B is putting forward his genuine recollections.

But I am led by the evidence that has been put in front of me. I can see the call logs provided by Fidelity and its printout showing how the money was deposited into Mr B's ISA account. When I see this, I think on balance, what Fidelity has described is what happened, and there has been a mix up here, resulting in Mr B not subscribing to his allotment of new shares. But this mix up is not, on balance, down to any mistakes that have been caused by Fidelity. So, it follows that I won't be asking it to do anything, in relation to Mr B's complaint.

I appreciate that my decision will be disappointing for Mr B, and I acknowledge the strength of his feelings in the submissions he has provided. But based on everything I have read and the findings I have given, I don't uphold his complaint.

**My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 6 June 2025.

Mark Richardson  
**Ombudsman**