

The complaint

Mrs C complains InvestEngine (UK) Limited ('InvestEngine') put her under unfair pressure to sell her investment holdings and didn't fairly administer the bonus offer she signed up for. She says this caused her substantial distress and inconvenience and financial loss.

What happened

In April 2024 Mrs C applied to transfer £300,000 from another provider to an ISA provided by InvestEngine. She intended to do this in order to receive a promotional bonus that InvestEngine was offering in return for funds being transferred.

Mrs C's transfer request was received by InvestEngine on 30 April 2024 which was InvestEngine's deadline for receiving transfer applications under the bonus offer. In an email that day InvestEngine confirmed the following to Mrs C: *'...since you initiated the transfer within the promotional dates, you are indeed eligible for the offer. You can learn more about it in our Bonuses Terms and Conditions.'*

The promotional bonus was an amount that InvestEngine would pay customers in return for them transferring to and, if they were new customers, topping up an InvestEngine ISA. The available bonus amounts were set out in a series of 11 bands. They ranged from a £20 bonus in return for £1,000 in top ups and transfers, to a £2,500 bonus in return for £300,000 in top ups and transfers.

The terms and conditions of the offer said bonuses would be paid within 30 days of the offer. And they included the following:

'Where a New Customer initiates an ISA transfer to InvestEngine before the Promotional Period End but InvestEngine has not received the funds by this time, the New Customer will be eligible for the applicable reward based on the value of the funds received by InvestEngine from the former ISA provider, and not the value as at the date of the Promotional Period End or any other value quoted. The New Customer will receive the reward following receipt of the funds...

We reserve the right to change the terms and conditions for our 2024 ISA Bonus promotion at any time or withdraw the promotion in its entirety without notice, for reasons practical, operational or otherwise. We reserve the right to disqualify bonuses, rewards or any promotional amount earned through fraudulent, illegal or abusive methods ...'

In May 2024 InvestEngine wrote to Mrs C saying the other provider had a problem due to a mismatch in Mrs C's name. This was resolved through communication between the parties.

On 29 May 2024 Mrs C wrote to InvestEngine saying: *'As my ISA transfer is currently in progress, I have a few important questions that I need to clarify before the completion of the transfer'*. She said her transfer would be in cash and she asked about how the transfer would work. Amongst other things she also said, *'I would like to know when the bonus will be paid after the transfer is completed...*

IE replied with details of how the transfer would work. And it said, *'In accordance to our Bonus Terms and Conditions the ISA bonus will be applied to the eligible clients within 30 business days after the end of our Promotional Period on the 30th April. The bonus will be added as soon as the transfer is complete.'*

On 16 June 2024 InvestEngine wrote to Mrs C saying the other provider had told InvestEngine it couldn't proceed with the transfer request because it needed Mrs C to contact the provider *'for switching of the funds.'*

On 23 June 2024 InvestEngine wrote to Mrs C asking if she had contacted the provider to resolve the issue.

On 24 June 2024 Mrs C wrote saying the transfer was progressing *'as planned'* and she had addressed the issue with the other provider. She said she was actively involved in the transfer and there was no need for InvestEngine to do anything, and she would contact InvestEngine if anything was needed. And she asked InvestEngine to confirm that she would receive the *'promised'* bonus of £2,500.

On 2, 7, 14 and 21 July 2024 InvestEngine wrote to Mrs C saying her other provider had said it couldn't proceed with her ISA transfer until she gave *'switch instructions'* to the other provider. InvestEngine asked Mrs C to contact the other provider to give her instructions so the process could move forward.

On 6 August 2024 Mrs C referred InvestEngine to her 24 June email and said again she was actively pursuing the transfer and InvestEngine didn't need to do anything. She said she'd notify it when she'd raised the £300,000 and when InvestEngine could expect the money.

On 6 August 2024 InvestEngine thanked Mrs C for the update and asked what date Mrs C expected to have raised the full amount of £300,000.

On 13 August 2024 InvestEngine wrote to Mrs C asking for an update. Mrs C replied saying:

'Since mid July to now I have been ambushed by the rapid market falls and this has stopped me but I am expecting a reasonable recovery which will enable me to sell remaining holdings to make up the transfer amount. This depends on the market only so it is impossible to put a precise date but I am hopeful that because I am close to raising the full amount, sometime in September it could be achieved, although you understand that there can be no guarantees.'

As I am actively continue to pursue the necessary actions to enable the transfer I want to assure you and InvestEngine that I continue actively and I will first notify you when the cash amount has been raised so that we can then facilitate a very rapid transfer of the cleared cash.'

There is nothing for you or your ISA transfer team to do, I will keep you updated on developments and there is nothing to worry about. As this is a large proportion of my lifetime savings and I have to sell most of my holdings to raise the cash amount this has to be done in an orderly fashion to enable me to raise the full amount. Rest assured that I continue and I am nearing completion.'

On 23 August 2024 InvestEngine asked Mrs C when she thought the transfer might be completed and asked her to contact the other provider to see if it could speed things up.

On 27 August 2024 Mrs C said:

'I gave a very thorough explanation on the 13th of August to InvestEngine, please read it carefully. I have made further progress and only around £21k is left to complete the whole amount. I expect this to be completed in September (unless there is a crash in the markets). I will be in touch, there is nothing further for you to do at this stage, I am actively progressing this.'

On 27 August 2024 InvestEngine wrote to Mrs C saying the bonus offer would expire on 30 September 2024 and any bonus to be paid would be calculated based on money transferred into Mrs C's InvestEngine ISA by that day.

On the same day Mrs C complained to InvestEngine She said InvestEngine's recent communication was intended to pressure her further to sell her assets in a 'fire sale', even though she was close to completing the transfer of £300,000, and when she applied for the ISA there was no mention of changing terms and conditions or a 30 September deadline.

On 28 August 2024 InvestEngine acknowledged Mrs C's complaint and she replied to the acknowledgement saying the following:

'It has been very difficult for me all these months to destroy my long term investment strategy and to be demolishing my portfolio and to hear that I may lose part or all of the comparatively meagre incentive for going through this harsh process. I am less than £19k from achieving this and intended to finish all that in September but since [InvestEngine's] email I have changed my mind.

...

I have stopped trying to sell down investment holdings to raise further cash for the transfer. Before I was looking to sell and respect market conditions, now it is only about market conditions. Having amassed a huge amount of cash, it is actually the time for me to invest as there are open opportunities for me to do so. I cannot wait for someone elses actions or decisions and I cannot rely on anyone else to decide or to act on my investments. I am actively looking to deploy the cash I have raised all these months, back into investments with [the other provider].

Therefore it looks like a miracle is required by InvestEngine to complete this transfer. You will have to provide me with a written guarantee that I will receive the £2,500 transfer bonus irrespective of the exact date that you receive the cash ... Moreover, investment opportunities do not wait and neither will I, so unless I receive your written guarantee by the end of the week (if not earlier), I will start to re-deploy cash into investments. And when that begins, as you understand, it is the end of this transfer process.'

On 29 August 2024 Mrs C wrote again asking if InvestEngine would guarantee that it would pay the bonus if she had £300,000 transferred by 30 September 2024. She said her funds would be ready to be transferred in September and she had asked the other provider how long the transfer would take, but whether it could be done in time was out of her control. She also suggested she could transfer two lots of £120,000 immediately and so receive two bonuses of £1,100 each and then she could receive the remaining portion of the maximum bonus if she was able to transfer the remainder of the £300,000 by 30 September.

IE said in reply that it couldn't make guarantees and the bonus offer would expire on 30 September 2024 after which any bonus Mrs C received would be calculated based on the amount received by that date.

On 20 September 2024 InvestEngine replied to Mrs C's complaint. In summary it said the following:

- It never intended to pressure Mrs C into selling her investments in a fire sale.
- By 27 August 2024 Mrs C had had nearly four months to sell down her holdings to complete the transfer. And InvestEngine gave her an additional month to complete the process, which accommodated the timeframe she had provided.
- InvestEngine couldn't control the delays that were affecting her ISA transfer.
- InvestEngine had reserved the right to change the terms and conditions of its 2024 ISA bonus promotion at any time or withdraw the promotion entirely without notice for practical, operational, or other reasons. It also reserved the right to disqualify bonuses, rewards, or any promotional amounts earned through fraudulent, illegal, or abusive methods. These conditions were part of the original ISA bonus promotion terms and conditions, which were available on InvestEngine's website during and after the promotional period.
- InvestEngine would pay the £2,500 bonus if it received the transfer of £300,000 by 30 September 2024, but it wouldn't guarantee the bonus if it received the transfer after that date, due to the time and resources it had taken to process Mrs C's ISA transfer.
- It wouldn't be fair to give Mrs C more time to transfer funds than other customers were allowed.

Mrs C wasn't satisfied. She referred her complaint to this service. She submitted a detailed explanation of her complaint. In essence she said InvestEngine had unfairly imposed a deadline on her while she was in the process of having funds transferred, and InvestEngine unreasonably pressured her throughout the process, including after she said she no longer intended to make the transfer.

One of our Investigators looked into Mrs C's complaint. She didn't think InvestEngine had done anything wrong. In summary said the following:

- The 'InvestEngine ISA bonus 2024' offer said '*we reserve the right to end the scheme early*'.
- InvestEngine emailed Mrs C a number of times in July 2024 appearing to try and help her. Mrs C didn't reply every time but answered on 6 August 2024.
- InvestEngine gave Mrs C one month's notice when it decided to end the offer. By then the offer had been open for several months. And Mrs C has said she'd liquidated most of her holdings by then – with about £20,000 remaining.
- It was reasonable for a business such as InvestEngine to put an end to a bonus scheme rather than allow it to run indefinitely.
- Mrs C said she decided in late August 2024 to stop selling her holdings and to sell according to market conditions only, and she was looking at reinvesting her cash in opportunities that worked for her. It wouldn't be fair to penalise InvestEngine for Mrs C having sought to take advantage of the promotion and then decide to invest her money elsewhere.

Mrs C disagreed with the investigator's view. Because no agreement could be reached, the complaint was passed to me to review afresh and make a 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'm not upholding the complaint. I'll explain why.

The purpose of this decision is to set out my findings on what's fair and reasonable, and explain my reasons for reaching those findings, not to offer a point-by-point response to every submission made by the parties to the complaint. And so, while I've considered all the submissions by both parties, I've focussed here on the points I believe to be key to my decision on what's fair and reasonable in the circumstances.

The terms and conditions of InvestEngine's bonus said InvestEngine would pay bonuses within 30 days of the offer. And it also made clear that InvestEngine had discretion to end the promotion at any time. So I don't think InvestEngine acted outside the terms and conditions when it put a deadline on its offer for Mrs C's transfer. Furthermore, I'm not persuaded that in the particular circumstances of this case it was unfair or unreasonable for InvestEngine to exercise its discretion in the way it did.

Mrs C said the time taken for the transfer was out of her control. But I don't entirely agree with that. Mrs C has said she took her time to sell down her investments in a gradual process. The communications between Mrs C and InvestEngine between May and August 2024 show that both InvestEngine and the other provider were actively trying to progress the transfer. And Mrs C's own account of her actions in that time suggests that – after some initial delay due to a mismatching name which appears to have been resolved early in the process – Mrs C delayed the transfer by neither facilitating a transfer *in specie* nor instructing the other provider to liquidate her holdings so they could be transferred in cash. Nor did Mrs C simply sell her holdings at the first opportunity. By selling her holdings the way she did – and apparently not giving instructions that the other provider could proceed with – Mrs C prevented the transfer from being able to take place.

I understand Mrs C wanted to achieve the best outcome possible when selling her holdings. But after she made an application to transfer her assets from the other provider to InvestEngine it wasn't unreasonable for InvestEngine to seek to have that transfer carried out. I don't agree that in doing so InvestEngine forced Mrs C to sell her holdings or to sell them in any particular way. InvestEngine offered a bonus in return for a transfer – that offer was something Mrs C could choose to take up or not.

The terms and conditions of the bonus offer didn't specify what would happen if a transfer was delayed beyond the 30-day mark that InvestEngine said was its deadline for paying the bonus after the offer had closed. But I think the terms and conditions envisaged that – at the time of application – the transfer would be ready to go ahead, barring any unforeseen problems. The offer was clearly predicated on the transfer taking place. And InvestEngine told Mrs C it aimed to pay the bonus within 30 days of the end of the application period. So I don't think the bonus offer was intended to be held open indefinitely for customers who weren't immediately ready to transfer. And although the terms and conditions didn't specifically cover the circumstances of Mrs C's attempted transfer, I don't think InvestEngine gave Mrs C a reasonable basis to expect that her transfer could be postponed indefinitely and she would still receive the bonus.

As the investigator on this case said, it's reasonable for InvestEngine to have wanted to draw its offer to a close at some point. When InvestEngine gave Mrs C notice in August, she'd had about four months and hadn't liquidated all the assets she wanted to transfer. InvestEngine asked Mrs C how long she thought she would need. Mrs C said she expected to be able to complete the process within the coming month, but she couldn't guarantee that because she would act according market movements rather than simply sell her holdings at the first opportunity. InvestEngine then gave her one month's notice. Mrs C said after that that she thought she could still transfer the £300,000 in time, or she could transfer a lesser amount and receive a smaller bonus. So I think the notice period that InvestEngine gave her was enough that Mrs C still had reasonable options open to her at that point. It aligned with the timeframe Mrs C said she thought she could meet. And I don't think that to be fair InvestEngine had to accommodate market fluctuations in such a way that Mrs C could further postpone selling and transferring her assets if she wanted to receive InvestEngine's bonus. If Mrs C had chosen not to sell her holdings in that time because she preferred to leave them invested then I wouldn't expect InvestEngine necessarily to keep its bonus offer open until whatever time Mrs C decided it was in her interests to sell.

Mrs C said InvestEngine's communications with her throughout the period were unreasonable because they put undue pressure on her to sell her investments '*in a fire sale*'. I understand that Mrs C did feel pressured. I know she wanted to achieve the best price she could when selling her holdings. But, as I've said, I don't agree that InvestEngine forced her to do anything. And I don't find that its communications were inappropriate given Mrs C had made an application to transfer assets to an InvestEngine ISA.

Where InvestEngine emailed Mrs C about problems that had been communicated to it by the other provider, I'm satisfied InvestEngine was trying to help the transfer to move forward. And that's reasonable. Where there are delays in a transfer such as this it's generally good practice for the businesses involved to proactively check on progress and to take action to try and resolve any issues that are holding things up – and in this case InvestEngine had received information from the other provider saying that action was needed if the transfer was to continue.

And where InvestEngine asked Mrs C for updates and an estimated date of transfer I find its communications weren't unreasonable. That's because, as I've said, it wasn't unreasonable for InvestEngine to expect the transfer to go ahead after Mrs C applied for it to happen and its aim – as stated in the terms and conditions – was to pay bonuses within 30 days of the offer. And although InvestEngine asked Mrs C for a further update after she'd decided not to transfer, I can't say that was a failing that warrants any compensation. I say that taking into account that Mrs C had previously asked about continuing the transfer after saying she no longer wished to do it.

Whether or not to transfer her ISA and whether or not to seek the bonus were Mrs C's decisions. I haven't seen anything to suggest InvestEngine pressured Mrs C into applying for the bonus or applying to transfer funds to an InvestEngine ISA. As she eventually did, Mrs C could've decided at any point not to pursue the transfer or the bonus if doing so didn't suit her.

Overall I understand Mrs C wanted to manage the sale of her holdings to her advantage. But after she applied to make the transfer to an InvestEngine ISA and to receive the bonus on offer, I don't find it was unreasonable for InvestEngine to take the actions it took or to communicate with her in the way it did. And so I'm not asking InvestEngine to do anything.

My final decision

For the reasons I've set out above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 29 December 2025.

Lucinda Puls
Ombudsman