

complaint

Mr B complains about the nominee and statement fees which Reyker Securities Plc charges for administering his individual savings account (ISA).

background

Mr B opened an account with Reyker in July 2002 when he transferred his ISA. The account was set up on a non-advisory basis. As such, Mr B has contacted Reyker when he has wished to execute a trade and it processed such transactions on an execution only basis. From the start of the account the nominee fee has been 0.25% and has been shown on Mr B's regular account statements.

In May 2011 Reyker Securities plc sent Mr B a letter, advising that it was introducing a fee of £3.50 per half year for statements sent by post. Alternatively, customers could have statements sent by email which would not attract a charge. At the time Mr B did not raise concerns about the change in charges.

Mr B contacted Reyker Securities plc on 24 September 2014 and instructed it to purchase additional shares of a stock in, in which he had an existing holding. However, Reyker Securities plc failed to complete the transaction. Mr B contacted Reyker Securities plc on 3 November 2014 after he had received his October 2014 statement, which showed his instruction had not been successfully completed.

As the price of the stock Mr B wished to purchase had decreased between September 2014 and November 2014 when the transaction was completed Mr B benefitted by gaining more shares at the lower price. At the time of the share purchase Mr B raised a complaint about the fees applicable to his account.

Our adjudicator considered that the complaint shouldn't be upheld as evidence had been provided showing that Reyker had given Mr B sufficient notice of the introduction of the statement fees in 2011 and he had agreed to the other charges from the outset of the account. He also found that Reyker had informed Mr B of an alternative account with lower charges and that his statements could be provided by email at no cost.

Mr B disagreed with the adjudicator's view as he did not consider the charges applied to his ISA to be fair. As agreement has not been reached on the matter, it has been referred to me for a final decision.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Firstly I should make it clear that the role of the Financial Ombudsman Service is to resolve individual complaints and to award redress where appropriate. I do not perform the role of the industry regulator and I do not have the power to make rules for financial businesses or to punish them.

The business has made a commercial decision to increase its fees and Mr B feels these are unreasonable. Reyker is a business which is entitled to charge for its services and, save for exceptional circumstances, this is not something with which I would seek to interfere. I can

understand Mr B's frustration at what he regards as the ever increasing costs of administering his ISA, but I cannot see that the business has gone outside its terms and conditions in making these charges. It has given him due notice of the new charges and has informed him that he can access online copies of his statements and so avoid the extra costs.

It is open to Mr B to take his custom elsewhere if he so desires. It is also open to him to use the online statement facility and if he needs assistance with setting this up I would expect the business to offer him support. I appreciate that Mr B will find my decision disappointing, but I am not a regulator and I cannot require the business to change its charging structure. As such, I cannot uphold his complaint.

my final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 30 December 2015.

Ivor Graham
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