DRN-3994280

The complaint

Mrs S has complained that Solium Capital UK Limited ('Solium') prevented her from taking advantage of buying shares in her ex-employer's Save as You Earn ('SAYE') share save scheme. Mrs S says she has suffered a financial loss of £4,660.52 because of this and wants to be compensated.

What happened

Mrs S was employed by a business which I shall refer to as 'C' in my decision. Mrs S took advantage of C's SAYE share save scheme by making monthly contributions. At the end of the three year savings contract Mrs S could then exercise the option to purchase shares in C at a pre-agreed discounted price or have her saved funds returned to her. If Mrs S opted to exercise the shares options she could then choose to sell or keep the subsequent shares.

On 31 July 2021 Mrs S was made redundant from her employment with C.

Mrs S was classed as a 'good leaver' and so was able to keep paying into C's 2019 SAYE share save scheme for a further six months. Mrs S thought that after the six months, so after 31 January 2022, she would have the choice to exercise her share options to purchase the shares or cash out.

Mrs S logged onto her SAYE account after 31 January 2022 but found that the option to take up the 268 shares she was expecting to see was no longer available to her. Unhappy with this Mrs S complained to Solium.

In Solium's final response to the complaint it said;

- The 'leaver letter' Mrs S had been sent explained that the exercise deadline was within six months of 31 July 2021 or six months from the maturity of the 2019 SAYE contract.
- Mrs S had also been warned of the pending expiry of the SAYE contract on 1 and 26 January 2022.

Mrs S wasn't satisfied with the outcome and brought her complaint to this service. She said that if the communication, terminologies, and language used by Solium had been clearer there would have been no reason she would have decided to miss the deadline to take up the option to buy the shares. She had deliberately kept paying into the share save scheme post her redundancy, as negotiated with C. The standard process of having six months after the last payment into the scheme had changed and she had had no reason to check for updates further to guidance given on exit from her employment with C.
Our investigator who considered the complaint didn't think it should be upheld. He thought Solium had sufficiently informed Mrs S of what action she needed to take if she wanted to take up the option of buying shares in C as well as the time limits that applied.

Mrs S didn't agree. She said Solium had fallen short;

- It didn't communicate clearly – in its delivery or understandable terminology – about the revised dates involved as a result of her leaving C. It didn't explain or demonstrate the consequences of the 31 January 2022 cut off. The online portal didn't outline the consequences of the decisions available.

- Mrs S had participated in SAYE schemes with other providers without issue.
- All communication had been received via Solium's online portal. She hadn't received the letter referred to by the investigator.
- She remained unsure whether the 'Maturity Date' referred to in communication was the date the original scheme finished, six months after leaving her employment or six months after the final payment. Her understanding was that after 31 January 2022 she could participate in buying the shares.
- She questioned why she wouldn't have taken up the option to buy the shares – the information should have been clearer. There was a financial advantage to buying the shares compared to the cash value. This wasn't with the benefit of hindsight. It was something Mrs S had wanted to do, hence her logging on to the portal on 21 January 2022 to check the value with the intention of choosing to buy the shares after 31 January.
- Mrs S wasn't used to the terminology – 'exercise' and 'maturity' and referenced the usual procedure of choosing to buy C's shares – six months after the final payment.
- It wasn't clear the new dates that would apply, the share save scheme was still active, and she could pay into it.
- A combination of Solium not having appropriate communications in place for ex-employees, misleading terminology, and the lack of explicit demonstration of the consequence of not electing before the cut of date led to Mrs S believing she could exercise her options and purchase shares after 31 January 2022.
- She had suffered a financial loss as a direct result of Solium's shortcomings.

Our investigator remained of the opinion that Solium had communicated as it should have done and hadn't done anything wrong. But Mrs S responded to challenge why she wouldn't have taken up the option to buy the shares – the information wasn't clear.

Mrs S asked for her complaint to be reviewed by an ombudsman, so it has been passed to me for 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.

After doing so, I've reached the same conclusion as the investigator and broadly for the same reasons. I'll explain why.

I've reviewed the communications provided by Solium after circumstances changed when Mrs S left C's employment as a good leaver.

Mrs S told us that she didn't receive a copy of the 'leaver letter' provided by Solium. But Solium has provided a screenshot of Mrs S's account and I note that on 9 August 2021 its highlighted that there was a leaver letter available, that Mrs S should log onto her account and the letter could be found under the 'Documents' section. That letter outlined the four choices available to Mrs S;

- Exercise the option to buy C's shares at the option price immediately without adding any further contributions using the savings already accumulated.

- Make a further six months' contributions and exercise the option to buy C's shares at the option price.
- She would withdraw her savings plus interest earned.
- Continue with the savings contract until the end of the savings period and receive a maturity bonus – if applicable. If the end of the savings period was more than six months after leaving, the options to buy the shares would lapse.

The letter went onto say;

> ***Exercise Deadline**
>
> **You must provide your instruction online** [link provided] **within 6 months from 31 July 2021 or 6 months from the maturity date if earlier.'** [original emphasis]

Mrs S was then messaged on 1 January 2022 to advise that;

> '**You have awards expiring in 31 days'** and that C's '2019 3 YEAR SHARES OPTIONS will expire on 31-Jan-2022…'
>
> And again, on 26 January 2022 with the same message headed;
>
> '**You have awards expiring in 6 days'**.

Solium has also provided a screenshot of Mrs S' online portal account – the 'Dashboard' – that has an 'Upcoming Events' section. That would have given notice to Mrs S about the upcoming deadline and Solium has confirmed that Mrs S did access her account on 4, 17 and 21 January so she would have informed about the upcoming lapse date as the Dashboard was immediately visible upon access to her account.

Also showing on the online portal was a 'Portfolio' page that summarised Mrs S' SAYE contracts. That page included all of the information about Mrs S' SAYE share save scheme under 'Transaction View' and under the headings of Grant Name – the share save scheme itself, Grant Date – 18 April 2019, Option Price – £20.11, Options Granted – 268, Indicative Gain, Maturity Date – 31 July 2021, Options Exercisable and Lapse Date – 31 January 2022.

Mrs S hasn't told us of any problems she experienced accessing the online portal and the information contained so there's no reason for me to conclude that she wasn't able to view any of the above information. So, while I accept that Mrs S has explained that she wasn't used to the terminology used, I do think all of the above evidences there was sufficient information available to Mrs S that made it clear what options were available to her after leaving C's employment, what action she needed to take and by what date. If Mrs S didn't understand the terminology used, she had access to make contact with Solium for clarification.

Although I appreciate Mrs S has said she had used other product providers and had never experienced any issue with understanding how those services worked, but from the evidence available, I can't agree that the information provided by Solium wasn't clear. It might be the case that Mrs S hadn't previously been in the position of being made redundant during the term of an SAYE scheme and what happens as a result of leaving employment as a good leaver. But the process outlined by Solium is what I would have expected to see under similar circumstances.

I fully appreciate Mrs S' comments that she intended to take up the SAYE share save scheme option of buying the shares, and I don't doubt this was the action she wanted to take as it was financially beneficial for her to do so, but I don't find that her not taking that action was a fault of Solium.

Mrs S has suffered a loss of expectation in that she intended on taking up the option to buy the shares and which would have been financially beneficial for her. But I don't agree the loss of expectation was caused by poor communication or any inaction by Solium. I'm satisfied sufficient information was provided to Mrs S to enable her to make an informed investment decision.

Taking all of the above into account, I don't uphold Mrs S' complaint. No doubt this will be a disappointment to her. It's clear she feels strongly about her complaint, but I hope I have been able to explain how and why I have reached that decision.

My final decision

For the reasons give, I don't uphold Mrs S' complaint about Solium Capital UK Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 3 May 2024.

Catherine Langley
Ombudsman