

The complaint

Mr W complains that he wasn't notified by Santander UK Plc ("Santander") that his ISA was only cash held in the stocks and shares ISA.

He says he's suffered an investment loss as a result and would like Santander to compensate him for his losses.

What happened

In July 2019, the money held in Mr W's stocks and shares ISA was dis-invested after the management of the Santander Stockmarket 100 Tracker Growth Unit Trust RA fund ("the fund") was transferred to "OneFamily". Mr W says he wasn't notified.

One of our investigators considered the complaint but didn't think it should be upheld. In summary, she said:

- Santander sent a letter to Mr W dated 21 June 2019, notifying him that his money would be dis-invested out of the fund, and transferred to cash, within the ISA.
- Having seen a copy of the letter, she's satisfied that the June 2019 letter was sent and can't blame the business if Mr W didn't receive a copy.
- Regular statements were also sent following this notification. Despite what Mr W says, she can't agree that these were unclear. Whilst the cash situation probably wasn't apparent from the first page, Mr W ought to have read the statement in full.
- This was an execution only service, and the onus was on him for managing the investment properly.

Mr W disagreed with the investigator's view and asked for an ombudsman's decision. In summary, he said:

- The investigator's view is just protecting the banks, against the average consumer.
- There's no evidence that he received the letter in question, despite it being correctly addressed to him. It was either not sent, or if sent, wasn't received by him.
- There should've been a procedure in place to follow up this information by recorded delivery.
- The information about the cash wasn't made clear on the statements. The changes to his account weren't made clear until towards the end of the valuation.

The investigator having considered the additional points, wasn't persuaded to change her mind.

As no agreement has been 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. I'm not going to uphold this complaint.

On the face of the evidence, and on balance, despite what Mr W says, I'm not persuaded that the business did anything wrong by dis-investing the fund and holding the funds in cash in his ISA.

Before I explain why this is the case, I think it's important for me to recognise the strength of feeling Mr W has about this matter. He has provided submissions to support the complaint, which I've read and considered carefully. However, I hope he won't take the fact 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, or undertake a forensic analysis of the evidence, it's not what I'm required to do in order to reach a decision in this case. I appreciate this can be frustrating, but it doesn't mean I'm not considering the pertinent points in this case.

My role is to consider the evidence presented by Mr W and the business, and reach what I think is an independent, fair, and reasonable decision based on the facts of the case – I'm not here to take sides.

In deciding what's fair and reasonable, I must consider the relevant law, regulation, and best industry practice, but perhaps unlike a court or tribunal I'm not bound by this. It's for me to decide, based on the information I've been given, what's more likely than not to have happened.

I don't uphold this complaint, in brief for the following reasons:

- On balance, I'm persuaded that Mr W was notified by Santander in writing about the dis-investment in June 2019. Therefore, he knew, or ought reasonably to have known, about what was happening.
- I can't blame the business for taking this course of action in the first instance, as long as it has notified its customers, which on balance I believe it has. A business is entitled, in the reasonable exercise of its legitimate commercial judgement, to decide how it runs its affairs. It's not something I can blame the business for or get involved in.
- I note Mr W says he didn't receive the letter, however, on balance I think it's unlikely that he didn't. On the face of the evidence, and on balance, I think it's more likely (than not) the letter was sent to him – addressed to him using the contact details Santander had for him on file.
- Despite what Mr W says, I think it's unlikely that the letter would've been prepared, correctly addressed but not sent by the business.
- It's possible that there was an issue with the post, and the letter wasn't delivered – but I've seen no such evidence. Even if the letter wasn't delivered, I can't blame the business for this, as it's not responsible for the actions of a third-party postal service.
- I'm not suggesting that it was, but it's possible that the letter was received but considered unimportant and ignored until Mr W read through the statements at some later date. In any case, in the circumstances the business wasn't obliged to chase up Mr W or send further correspondence by recorded delivery or otherwise.
- I note that regular statements were sent following the June 2019 notification. Despite what Mr W says, I also can't agree that these were unclear for the reasons given by the investigator. I note the first page of the statements was only just a summary, but he ought reasonably to have read the document as a whole.

- I'm mindful that this was an execution only service, and that the responsibility and onus for managing the investment – and to keep up to date with it – was with Mr W. if he didn't do this at the outset, it's not something I can blame the business for.

I appreciate Mr W will be thoroughly unhappy I've reached the same conclusion as the investigator, and I realise my decision isn't what he wants to hear. I note he believes he's due compensation for financial loss, but I don't agree. Whilst I appreciate his deep frustration and anguish, I'm not going to ask Santander to do anything.

On the face of the available evidence, and on balance, I'm unable to uphold this complaint and give Mr W what he wants.

My final decision

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 15 August 2023.

Dara Islam
Ombudsman