

The complaint

Mr M complains that Computershare Investor Services Plc (Computershare) gave him incorrect information about the terms of his Save As You Earn (SAYE) scheme. He says as a result he missed the opportunity to buy shares at a better price, resulting in a lost profit.

What happened

Mr M worked for a company I'll call S. He subscribed to a SAYE scheme offered by S, which was administered by Computershare. Under this scheme Mr M could make regular payments from his salary, and after a certain time could use the accumulated funds to buy shares in S at a pre-agreed price (the option price).

In mid-2021 part of S was sold to another company, meaning Mr M was no longer employed by S. Mr M rang Computershare on a couple of occasions around June and July 2021 to ask about the implications for his SAYE scheme. He was told he could continue to contribute – privately rather than from his salary – to the scheme for a further six months after leaving S. And then he could buy the shares he wanted at the option price. In another call he was told he had “got until January the first [2022] to buy the shares”.

Mr M called Computershare again on 4 January 2022. He was initially told (wrongly) that his shares had been purchased. Computershare then confirmed Mr M hadn't bought any shares, and the option to buy the shares at the option price had lapsed on 31 December 2021. Mr M complained.

He said the calls with Computershare in June and July had led him to believe he could keep contributing to the plan until the end of 2021, and then had six months to purchase the shares. He said Computershare's inaccurate information had led him to miss an opportunity which had cost him money.

Computershare agreed it hadn't been clear in some of its communication. It said it had told Mr M he had until 1 January 2022 to buy his shares, when it was in fact a day earlier than that. And it acknowledged it would have been upsetting for Mr M to be told on 4 January 2022 his shares had been bought, then found out they hadn't. It paid him £150 to say sorry. But it didn't think it was responsible for Mr M missing the option deadline, as he'd been given that information elsewhere.

One of our investigators looked into things and didn't think Computershare needed to do anything more. She agreed Computershare had made some inaccurate and misleading statements. But she thought overall Mr M ought to have understood the date by when he needed to buy shares. So she didn't think Computershare should be held responsible for the lost gains Mr M claimed for by not being able to buy at the option price.

Mr M didn't agree and asked for an ombudsman to decide the matter.

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've reached the same conclusions as our investigator and for broadly the same reasons. I'll explain why.

Firstly I'd like to thank both parties for their patience, as I appreciate this complaint has been with our service for quite some time.

It's not in dispute here that Computershare gave some misleading or inaccurate (or both) information to Mr M when he spoke to it in June and July 2021. And I also don't think it's in dispute that Mr M very honestly believed he had more time than he did to exercise his options. I have sympathy for the situation Mr M finds himself in. But I don't think it's a case where I can fairly say Computershare is responsible for his losses, and so I'm not going to tell it to pay him any more compensation.

There are two calls in particular I think are relevant. On 17 June 2021 Mr M spoke to Computershare, and was told that it was "too early" to go into detail about the implications for his SAYE scheme as he hadn't yet left S's employment. He was told he would receive an email after he left S, and would need to log in and complete a leaver's task.

I'm satisfied the leaver's task Mr M needed to complete included the information that, in order to exercise his option at the option price, he needed to do so within six months of the date he left S's employment (he stopped working for S on 30 June 2021).

Mr M spoke to Computershare again on 20 July 2021. He discussed setting up a standing order for six months, and the call handler talked to him about releasing his funds "in December". He then went on to say Mr M had "until January 1 to buy the shares".

It's not in dispute that this information was wrong, by a day. But I'm not persuaded that error was material. It appears that Mr M thought he could make contributions until the end of 2021, then had six further months to buy shares. I've seen nothing to suggest Computershare gave him that impression.

Even if Mr M understood everything Computershare had said, he didn't call them again until 4 January 2022, which was after the date he'd been told on the phone in July. So I'm not persuaded that, even if the call handler had used the correct date of 31 December in the call, Mr M would have exercised his option before that date.

I've also taken into account the documents Mr M was sent about his SAYE scheme. Some of them are quite lengthy and use technical terms. But even in the main brochure, which I find to be written in clear and plain English, under the FAQs it says "If you don't exercise your options within six months of your leaving date, they'll lapse".

So overall I need to decide whether something Computershare did caused Mr M to miss the option deadline. Taking everything into account – and in particular that Mr M ought to have known from the brochure and elsewhere what the deadline was, and that he didn't try to buy his shares until after the wrong deadline he'd been given on the phone – I'm not persuaded that Computershare did so.

I have sympathy for Mr M as a result of what I can see was a genuine misunderstanding. But I don't think it would be fair to Computershare to require it to pay him further compensation.

My final decision

For the reasons I've given, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 10 September 2024.

Luke Gordon
Ombudsman