

The complaint

Mrs F complains that Equiniti Financial Services Limited ('EFSL') sent her a cheque for the proceeds of the sale of some shares in her previous married name despite her informing it of her name change and sending it the necessary documents to act many years ago. Mrs F wants EFSL to issue a cheque in her current name so she can bank it, plus compensation for its errors.

What happened

I issued my provisional decision of June 2024 in which I said that I intended to uphold this complaint and award Mrs F compensation. A copy of my provisional decision setting out the background to the complaint and my provisional findings, is included below and forms part of this final decision.

In response to my provisional decision, EFSL said it had nothing further to add.

Mrs F replied and in summary she said she doesn't understand what further documents EFSL need given the documentation she's already provided. She said she feels like she's back at the beginning again. She said, until they say what else they need from her she would prefer not to agree to anything.

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, because neither party has given me anything new to consider, I see no reason to change my mind from the conclusion I reached in my provisional decision.

I understand Mrs F feels EFSL keep changing the goal posts on what is required to prove her identity before it will issue the cheque and that she would prefer not to agree to anything, until EFSL say what they need. But this is the reason I said EFSL should clearly set out to Mrs F what it requires from her so this matter can be brought to a satisfactory conclusion and Mrs F can get the money she is owed.

Putting things right

To resolve this matter EFSL should do the following:

- EFSL should set out in writing to Mrs F what it needs from her to satisfy its requirements to complete the name change and re-issue the cheque in her current name for the share sale proceeds owed to her.
- Once Mrs F has provided the necessary documentation and EFSL is satisfied its requirements have been met, it should pay Mrs F what she is owed by cheque.

EFSL should add late payment interest to the amount owed at the rate of 8% simple a year¹ from the date the payment was first issued – 28 July 2023 – to the date of payment.

- EFSL should pay Mrs F £100 for the distress and inconvenience caused.

My final decision

I've decided to uphold this complaint. Equiniti Financial Services Limited should put things right as I've set out in the section above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs F to accept or reject my decision before 5 August 2024.

Copy of my provisional decision

The complaint

Mrs F complains that Equiniti Financial Services Limited ('EFSL') sent her a cheque for the proceeds of the sale of some shares in her previous married name despite her informing it of her name change and sending it the necessary documents to act many years ago. Mrs F wants EFSL to issue a cheque in her current name so she can bank it, plus compensation for its errors.

What happened

The following is an outline of the background and circumstances leading up to this complaint.

On 25 July 2023, EFSL received a postal share dealing form from Mrs F instructing it to sell the shares in a company she had a holding in. Because the shares were held in her previous name, the name printed on the share dealing form Mrs F completed was in her previous name. Mrs F also signed the form using her previous name. Mrs F enclosed a note with the form asking for the sale proceeds to be paid to her bank account in the name of Mrs F.

On 28 July 2023, EFSL issued a cheque to Mrs F representing the sale proceeds – an amount of just under £250. The cheque was made payable to the registered shareholders name – i.e. Mrs F's previous name.

On 31 July 2023, Mrs F phoned EFSL to explain that she'd previously told it about her change of name many years ago but had received a cheque for the share sale proceeds in her previous name.

The call handler explained that EFSL had no record of receiving the request and said Mrs F would need to write in with a copy of her marriage certificate. Mrs F said she no longer had it. She expressed her dissatisfaction that EFSL hadn't acted on her instruction to change her name many years prior and said she'd raise her concerns about EFSL's poor service with the Financial Conduct Authority ('FCA'). The call handler repeated what Mrs F needed to do to get the name changed and the cheque reissued.

¹ If EFSL considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mrs F how much it's taken off. It should also give Mrs F a tax deduction certificate if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.

On 1 August 2023, Mrs F wrote to EFSL to complain. She said that she'd previously sent it a copy of her marriage certificate when she got married and a copy of the court papers when she got divorced, yet it had still issued the cheque for the sale of her shares in the wrong name. She returned the cheque, included a copy of her passport and divorce papers. She asked EFSL to re-issue the cheque in her current name.

Mrs F phoned EFSL 11 August 2023 to chase things up and again on 17 August 2023. On 23 August 2023, EFSL sent Mrs F its final response to her complaint. In summary this said the following:

- Its records showed it hadn't received any previous correspondence about a name change
- If Mrs F had notified her bank (the business she held the shares in) about her name change, this wouldn't have automatically updated the share register
- It issued the share dealing form in the name of the registered shareholder, which was returned to it signed in this name, which is why the cheque was issued in this name
- It couldn't accept Mrs F's documents to change her name because it needed originals or certified copies to act. It asked Mrs F to provide these.

Around the same time, Mrs F brought her complaint to us. She said she'd previously requested EFSL carry out a change of name to Mrs F – she sent it her marriage certificate following her marriage in the late 1980's and a copy of her divorce papers in 2009. She said that while she was still receiving shares in her former married name, she wasn't concerned because the shares were just sitting there. She said her problems only started when she came to sell the shares. She expressed her dissatisfaction with EFSL not actioning things sooner.

In September 2023, Mrs F sent EFSL a certified copy of her passport, which it acknowledged receipt of on 13 September 2023 and said it would be in touch when it had processed her request.

In submitting its business file to us, EFSL set out the above timeline of events adding that in early October 2023, it sent a letter to Mrs F saying that the sale proceeds were still outstanding, and she'd chased it for payment towards the end of October 2023. EFSL repeated that it had no record of Mrs F instructing it to change her name and that Mrs F might have told her bank, but that wouldn't have filtered through to it. It said it thought Mrs F ought to have made attempts to change her name before selling her shares given the documentation issued was in her previous name. It said it was satisfied it had acted appropriately by issuing a cheque for the sale proceeds. It said that while it had received the paperwork Mrs F provided in support of her name change request, it needed a copy of her birth certificate because it had no documentation evidencing her previous name. It said because it hadn't made Mrs F aware this is what it needed before a new cheque could be issued, it offered £100 in recognition of the distress and inconvenience caused, and said it would include late payment interest at 8% on the amount due.

One of our investigators considered the matter and they thought EFSL's offer was fair. In summary they said:

- EFSL had done nothing wrong in issuing the share sale proceeds cheque in Mrs F's previous name – any change of name request Mrs F sent to her bank would not have been passed to EFSL

- It was reasonable for EFSL to request the necessary information from her to ensure it sends the share sale proceeds to the right person
- EFSL should have told Mrs F sooner that it needed a copy of her birth certificate. In light of the delay caused, a payment of £100 to reflect the distress and inconvenience caused was fair.
- To settle the matter, Mrs F should provide EFSL with a copy of her birth certificate to show her name before and after marriage. And once received, EFSL should reissue the cheque for the amount owed and pay Mrs F £100.

Mrs F said she would provide a copy of her birth certificate, but she thought £100 compensation wasn't enough given things had been going on since 2009.

Upon receipt of Mrs F's birth certificate, EFSL said it wasn't sufficient to enable it to re-issue the sale proceeds cheque because this didn't evidence Mrs F's former name – she would need to provide legal documentation of her former name before a new cheque would be sent.

The investigator then reconsidered their view in light of EFSL declining to accept Mrs F's birth certificate. While they maintained their opinion as per the first two bullet points I set out above, and added that they thought Mrs F ought to have realised the name change hadn't been done and questioned things sooner, they thought EFSL should have been clearer that it needed a complete trail to connect Mrs F's previous and current names. They thought EFSL could have told Mrs F this when she first requested the re-issue of the cheque. They said while on the one hand Mrs F ought to have known her birth certificate wasn't going to satisfy what they had set out in their view of how to settle things, overall they thought EFSL should increase its offer to £200 – its previous offer was no longer a fair reflection of the distress and inconvenience caused and the time taken for EFSL to explain things.

EFSL disagreed. In summary it said, Mrs F was asked to provide a copy of her marriage certificate during the phone call on 31 July 2023. It said while she went on to provide her divorce paperwork and a copy of her identification, these did not connect her former and married name. It said the birth certificate was requested, but this showed her surname registered at birth, which was different. It said it had no reason to question if Mrs F had gone by another name previously and she should have made it aware of this. It said, had she done so, she would've been advised to obtain a copy of her marriage certificate. It repeated its point that Mrs F had complicated matters by selling shares that were registered in her former name and had done nothing to correct it beforehand. So, it said £200 was not appropriate and that its original offer of £100 plus 8% interest on the amount due was fair in the circumstances.

Because the investigator wasn't persuaded to change their opinion, the complaint was referred for a decision.

What I've provisionally 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.

I believe there are two main issues to consider here – whether EFSL was at fault in processing Mrs F's share sale proceeds and issuing a cheque in her previous married name, and whether it acted fairly and reasonably in handling Mrs F's name change request. I have

set out my findings below under these two key headings.

Was EFSL at fault for issuing Mrs F with a cheque in her previous name?

Like the investigator, I'm satisfied EFSL did nothing wrong in issuing Mrs F's share sale proceeds cheque in her previous married name. This is because this is the name the shares were registered in. It was also the name printed on the postal sale application form Mrs F completed and which she chose to sign in her previous name. The terms and conditions Mrs F agreed to when she signed the form said the proceeds would be paid by cheque, despite her request on the form for the proceeds to be paid direct to her bank account. So, it should have come as no surprise to Mrs F that she would receive a cheque and that it would be issued and made payable to the name EFSL held as the registered shareholder.

The main thrust of Mrs F's complaint is that she previously told EFSL to carry out a change of name to Mrs F and provided it with the necessary paperwork to do this many years ago. EFSL has no record of receiving this and it has provided a copy of the transaction history of Mrs F's share account in support of this. What appears to have happened is that Mrs F sent her request to her bank – it did change her name on her account – and she assumed this would also take care of changing her name on the shares she held in that business. But this wouldn't have been the case – I find it unlikely EFSL would have received such a notification. So, I don't think EFSL did receive Mrs F's name change request despite what she maintains. I also think Mrs F reasonably knew this to be the case given she told us she was still receiving things in her previous married name. I'll come back to this point again below.

So, for these reasons I don't think EFSL did anything wrong or acted unfairly and unreasonably in processing Mrs F's share sale proceeds and issuing a cheque payable in the registered shareholder's name.

Has EFSL acted fairly and reasonably in handling Mrs F's name change request following the issuing of the sale proceeds?

Having considered this point carefully, while I currently think EFSL could have done some things better, I am not persuaded it is at fault to the extent the investigator believed to be the case. And it is on this point that I want to expand on my reasoning and explain why I think an award for the distress and inconvenience caused should be in line with EFSL's original offer of £100 and no more.

Firstly, I am satisfied it is fair and reasonable for EFSL to request the necessary documentation from Mrs F to support its process and satisfy itself that it is issuing the share sale proceeds to the correct person. I consider it is right these kind of safeguards are in place. And while it is not for me to interfere with a firm's internal process or dictate what it should do in these circumstances, I don't think it has gone beyond what is reasonable or appropriate here. I also think it is reasonable for Mrs F to understand this it is necessary for her to provide appropriate documentation to EFSL in the circumstances and before it can reissue her with a cheque in her current name.

The investigator concluded that EFSL hasn't been clear about what it needs from Mrs F and that it could've told her much sooner what was required.

But it is on this point that I disagree the failure to satisfy EFSL's requirement is entirely its fault. In my view, much of the consequences here are largely the result of Mrs F not acting entirely reasonably or due to her inaction. I'll explain why.

Mrs F understood the shares she wanted to sell were still in her previous name and had

been for many years. So, she must have reasonably known that EFSL had not received her change of name request. Mrs F says that she thought EFSL would eventually catch up – but I don't think that's reasonable.

Mrs F also decided to sell the shares knowing they remained in her previous name and didn't take steps beforehand to correct things. But in any event, leaving it as long as Mrs F did before she questioned things, I think it is reasonable to assume that the process involved in carrying out the name change might not be as straightforward given the passage of time. For example, Mrs F told EFSL that she no longer had her marriage certificate. I think if Mrs F had acted sooner and questioned EFSL why her name change request hadn't been carried out at the point she noticed she was still receiving things in her previous name, many of the problems she is now facing could have likely been avoided.

When Mrs F received her share sale proceeds by cheque, she phoned EFSL on 31 July 2023 to query things. And I have listened to a recording of the call. Much of the call was taken up with Mrs F voicing her dissatisfaction with EFSL's failure to act on her name change instruction she said she'd sent it years before. The call handler told Mrs F that there was no record of this and I've already said that I don't think EFSL received such an instruction from her. In my view, the call handler attempted to establish what Mrs F needed to do to put things right and they told her to provide her marriage certificate. But I don't think Mrs F was as cooperative during the call as she ought reasonably to have been. In my view, Mrs F was intent on pressing the point that she'd already provided it with the necessary name change paperwork years before. I think Mrs F could have been clearer here about the connection or relationship between the name EFSL held and her current name to allow the call handler the opportunity to properly understand and then give Mrs F clear guidance on the documents she needed to provide.

Nevertheless, I agree that following Mrs F sending in certified copies of the documents she'd previously provided and EFSL acknowledging that it would be in touch, there was a period of time where things appeared to be in limbo. Between September 2023 and November 2023, it didn't tell Mrs F that it needed a copy of her birth certificate to progress things. And while this ultimately proved not to be what was required, it nevertheless delayed the understanding this.

I'd add here that I don't think it was wrong or unreasonable for EFSL to request this from Mrs F given what I said above about her not being clear with it about the relationship or connection between her names – I think it reasonably assumed it was the legal document it needed to satisfy its requirements.

So, I think EFSL did cause some delay in the process here and that as a result Mrs F was inconvenienced. But I don't think an award of £200 as recommended by the investigator to reflect the inconvenience caused is fair here. I think an award of £100 in line with EFSL's offer is fair in all the circumstances. I'm mindful that both amounts fall within the same range I would typically award in cases such as this. But in my view, an award of £200 doesn't fairly account for the reasonable action I think Mrs F could have taken to minimise the impact to her.

Overall, while I consider EFSL is not entirely without blame here, it is my view that Mrs F could have taken reasonable actions to minimise the impact of the adverse consequences here.

I'm not currently persuaded that in the circumstances it was reasonable for EFSL to have been clearer with Mrs F earlier on that it needed legal documentation to show the connection between her previous name and the name she wanted the cheque issued in. I think to a greater extent Mrs F ought to have understood this is what it needed. So, taking everything into account, I think £100 to recognise the distress and inconvenience caused is fair in all the

circumstances.

I can see that EFSL has maintained its offer to pay Mrs F late payment interest at the rate of 8% on the amount owed to her. In the circumstances I think this is fair.

I think in the circumstances, to bring this matter to a satisfactory conclusion, EFSL and Mrs F should do the following:

- EFSL should set out in writing to Mrs F what it needs from her to satisfy its requirements to complete the name change and re-issue the cheque in her current name for the share sale proceeds owed to her.
- Mrs F should provide the necessary documentation to EFSL.
- Once EFSL is satisfied its requirements have been met, it should pay Mrs F what she is owed by cheque. EFSL should add late payment interest to the amount owed at the rate of 8% simple a year² from the date the payment was first issued – 28 July 2023 – to the date of payment.
- EFSL should pay Mrs F £100 for the distress and inconvenience caused.

My provisional decision

For the reasons above, I intend to uphold this complaint and direct Equiniti Financial Services Limited to put things right as I have set out in the section above.

Paul Featherstone

Ombudsman

² If EFSL considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mrs F how much it's taken off. It should also give Mrs F a tax deduction certificate if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.