

Our ref: L0931

19<sup>th</sup> January 2009

Dear Complainant

Thank you for your letter of 17<sup>th</sup> October 2008, which details the elements of your complaint against the FSA. This letter sets out my final decision on the complaints you have raised.

At this stage I think it would be worth explaining my role and powers. Under the Complaints Scheme (Complaints against the FSA-known as COAF) my role is as an independent reviewer of the FSA's handling of complaints. I have no power to enforce any decision or action upon the FSA. My power is limited to setting out my position on your complaint based on its merits and then if I deem it necessary I can make recommendations to the FSA. Such recommendations are not binding on the FSA and the FSA is at liberty not to accept them. Full details of Complaint Scheme can be found on the internet at the following website; <http://fsahandbook.info/FSA/html/handbook/COAF>

#### The Complaint

In your letter of 17<sup>th</sup> October 2008 you state that your complaint is about fees relating to Firm B. Firm B's business was transferred to Firm A, on the 31<sup>st</sup> March 2007. You state in your letter that;

“I sent an email to the FSA on the 3/3/07 confirming that the purchase was going ahead. I received an email reply from them on the 19/3/07 and whilst it did refer to the completion of an authorisation cancellation form-no mention was made of the 31<sup>st</sup> March fees deadline even though it was just 12 days away!”

Later you state;

“In addition I find it hard to accept that having paid the Firm B FSA fees for the period 1/4/7 to 31/3/8, during which no regulated business was carried out, we are now being asked to pay for a further year. If we had been correctly advised by the FSA in the first place, this problem would not have arisen.”

#### My Position

When a firm becomes authorised by the FSA it accepts to be bound by the FSA rules. This includes accepting its obligation under the rules to know and abide by the rules as set out in the FSA handbook. This obligation is binding and in your situation is sufficient in itself for your complaint not to be upheld.

However it should also be noted that in addition to this, the FSA provides regular email updates to firms with reminders about such deadlines and also publicises such information on its websites.

It should also be noted that in your complaint you refer to the fact that the FSA had written to you on the 19<sup>th</sup> March 2007 reminding you to complete a cancellation form. You did not

do this until the 6<sup>th</sup> April 2008 even though you are obliged to do so under the rules in a timely manner. Furthermore the FSA are under no obligation to remind you of rules you are obliged to know.

You also state in your complaint that the FSA has not acted in a fair or professional manner, however you do not elucidate on what is unfair or unprofessional by the FSA. It is my view that just because a decision has gone against you does not automatically make it unfair. Further I see no evidence of any unprofessional conduct on the part of the FSA.

For the above reasons I cannot uphold your complaint.

I can imagine that with the changes between Firm A and Firm B happening around the deadline time it is understandable that completing such a form may not have been as high on your list of priorities as it should have been. Furthermore I can imagine that having forgotten to complete the form entirely it must be somewhat galling to have to pay another year's fees for a firm that has not undertaken any regulated activities in that time. However the fault for not completing the form that you are obliged to, is yours and not the FSA's.

Yours sincerely

Sir Anthony Holland  
Complaints Commissioner