

## **The complaint**

Mr L complains about a delay he experienced in withdrawing money from his account with AJ Bell Management Limited trading as AJ Bell Youinvest, as well as the service he then received.

## **What happened**

On 22 April 2021 Mr L requested to withdraw £18,500 from his account with AJ Bell via a CHAPS payment – which he expected to receive the same day. However, AJ Bell incorrectly processed this as a BACS payment and so Mr L didn't receive it until 26 April. Mr L was unhappy with this delay because he had intended to buy Bitcoin Cash (BCH), the price of which had risen between 22 and 26 April. Mr L made a complaint about the delay, and subsequent service he received from AJ Bell – primarily regarding the timeliness and lack of replies from the complaints department.

AJ Bell looked into the complaint and said that the withdrawal request was processed in line with the time frames set out in the FAQ section of their website, and the terms and conditions of the account. They felt Mr L had given them different dates of when he would have invested, had he received the amount sooner, and so they didn't think it was fair to conclude that he would have invested earlier. They recognised the service could have been better and so offered £200 compensation. Mr L didn't agree and asked our service to investigate the complaint.

An investigator at our service looked into the complaint and found it should be upheld. She said it was likely that if AJ Bell had processed the payment as a CHAPS one, Mr L would have received the money on 22 April. She acknowledged that their website says it might take longer, but found it wouldn't actually have taken that amount of time had everything gone as it should. She also noted that though Mr L withdrew £18,500, he only bought £17,832.62 of BCH on 26 April 2021. She said she thought it was fair for AJ Bell to consider whether Mr L had been caused any losses. She asked AJ Bell to look at the price of BCH on 22 April 2021, to see if Mr L could have bought any more BCH if he'd invested on that day instead of on 26 April. She also said the £200 offered was fair for the distress and inconvenience caused.

Mr L replied and said he agreed with the method of calculating redress as set out by the investigator. AJ Bell replied and said there wasn't any financial loss caused – they said the lowest price of BCH on 22 April was £610.92 and Mr L had paid just over £607 per BCH on 24 April – so was able to buy more than he would have on 22 April.

The investigator explained this to Mr L, who said he no longer agreed with it. He said his original plan was to invest at some point over the weekend, as he would have tracked the market to decide the best time to invest. He said he only invested right away on 26 April, because the market was rising at that time. So, he thought it would be fair to look at a mid-price of the prices between 22 and 26 April. As the investigator wasn't persuaded to change her mind, the complaint has been passed to me for a final 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.

Having done so, I agree with the conclusion reached by the investigator for largely the same reasons.

Everyone agrees that Mr L did request a CHAPS payment and AJ Bell incorrectly processed this request. If the withdrawal had been processed correctly, I'm satisfied it would have been received by Mr L on 22 April 2021, rather than on 26 April. The focus of my decision is therefore on when Mr L would have invested if he'd received the money when he ought to.

It's not possible to know exactly when Mr L would have invested – so I need to decide when I think he likely would have invested, based on the balance of probabilities. My starting point for this would be to mirror what actually happened once a customer did receive their money, unless there is persuasive evidence to show that something else would likely have happened. So, I've carefully considered Mr L's testimony about what his plans were on 22 April, in order to decide if I should take a different approach.

Initially, Mr L told AJ Bell that he had wanted to invest on 23 April, and later said he would have invested on 25 April. After receiving the investigator's view, he agreed he would have invested on 22 April. But once he was told that would mean there wouldn't be any redress payable to him, he said he wouldn't have invested that day. He explained the only reason he invested right after receiving the money on 26 April was because the markets were rising at that time. He said if he received the money on 22 April, he would have kept a close eye on the markets and invested at the time he felt was right, at some point between 22 and 26 April.

Given that Mr L's position has varied on several occasions, I don't find his testimony particularly persuasive about which of the days he'd have likely invested on. Overall, I'm not persuaded to depart from the approach set out by the investigator – to mirror the series of events that took place on 26 April and reconstruct what would have happened on 22 April. I'll explain why.

It's clear that when Mr L did receive the money on 26 April, he transferred it to his trading account very quickly. From the screenshot he's provided, he bought BCH within ten minutes of receiving the money into that account. I've also noted that the screenshot shows a period of around two months of his trading activity. On the other occasions that he transferred cash into his account, he bought BCH within a few hours each time. Based on that pattern, including what took place on 26 April, I think it's likely that on 22 April Mr L would have bought BCH within a few hours of transferring the money to his trading account.

From all the evidence I've seen and research I've carried out into the prices of BCH on 22 April, it would have cost Mr L more per unit that day, than he paid on 26 April. So, he benefitted from the delay by being able to buy more BCH than he otherwise would have. As such, I'm satisfied there's no financial loss for AJ Bell to pay.

That being said, I am persuaded that AJ Bell caused a delay, which meant that Mr L didn't have the opportunities and choices that he otherwise would have had, which clearly caused him frustration. I've also considered the timeliness of the correspondence between Mr L and AJ Bell when he was complaining about the issue. Although I won't go into detail about what happened, I can assure Mr L and AJ Bell that I've considered all the evidence they've submitted on this point.

There were certain times when Mr L didn't receive a reply to emails or calls when promised so I think there were some delays here. I've noted other times when I don't think the response times were unreasonable – for instance on 24 April Mr L emailed to say he was unhappy that he hadn't yet received a reply to an email sent the day before. I don't think it's unreasonable for a business to take more than a day to reply to an email – if a timely answer is desired, then a call to a business would naturally be the quickest way to get in touch.

Having considered everything, I think the offer of £200 is fair and reasonable to make up for the distress and inconvenience caused by the errors.

### **My final decision**

AJ Bell Management Limited trading as AJ Bell Youinvest has already made an offer to pay £200 to settle the complaint and I think this offer is fair in all the circumstances.

So, my decision is that AJ Bell Management Limited trading as AJ Bell Youinvest should pay Mr L £200.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 20 December 2022.

Katie Haywood  
**Ombudsman**