

The complaint

Mr M complains that Legal and General Assurance Society Limited (L&G) provided him with incorrect information about placing an investment instruction in his Self-Invested Personal Pension (SIPP). He felt that this led to him being unable to purchase the shares he wanted to at the price he was prepared to pay. And that this caused him a financial loss.

What happened

Mr M has a SIPP with L&G. Within the SIPP he has a cash account and another bank account.

On 15 March 2023, L&G emailed Mr M to confirm safe receipt of 69 shares that now formed part of his SIPP. It also said that tax relief of £1,841.70 had been credited to his SIPP bank account. The email also explained what Mr M would have to do if he wanted to provide investment instructions by email. It said he should email worksave@landg.com.

On 18 March 2023, Mr M emailed L&G at worksave@landg.com to ask it to purchase more of the same shares with the £1,841.70. L&G replied to tell him that after it had applied the tax relief to his plan, it had deducted some initial charges. So the amount available to invest was now £1,756.72. It asked him to confirm if he still wanted it to invest that amount, less charges. I haven't been provided with any response from Mr M. But I can see from the transaction report provided that this transaction wasn't completed.

On 29 March 2023, L&G emailed a transaction report to Mr M. This confirmed his purchase of shares worth £7,366.79 on 10 March 2023. And showed that £1,841.70 had been credited to Mr M's account as a tax reclaim. It also provided a link to the "Fees and Charges" schedule. This document included contact details, including the email address worksave@landg.com.

On 31 October 2023, Mr M called L&G's helpdesk a little after 2pm because he wanted to use as much of the cash he held across his two cash accounts within his SIPP to purchase specified shares.

The agent Mr M spoke to told him that the SIPP team wasn't available after 2pm, so he couldn't transfer him to that team to give it his instruction. Mr M expressed his dissatisfaction that he wouldn't be able to take advantage of the market price, which was £1.32 at the time. He told L&G that because he couldn't trade, he'd be financially impacted by having to contact it again tomorrow with his investment instruction. L&G raised a complaint on his behalf.

L&G later confirmed to the agent that the SIPP team has an email mailbox which is monitored until 4pm. It gave the agent feedback that he should've provided this information to Mr M during the call.

L&G tried to call Mr M before 4pm on 31 October 2023, but he didn't answer. It left a message. And sent him an email at 3.51pm to tell him that he could still provide it with an instruction by email before 4pm. L&G said it didn't hear from Mr M that day. I understand that

Mr M didn't ever buy the shares he said he'd intended to buy in his L&G SIPP.

The 31 October 2023 email stated that Mr M had been: *"told some incorrect information earlier from our helpline. Our phone lines are indeed open 10am - 2pm however we can accept trade requests via email at worksave@landg.com."*

L&G issued its final response to the complaint on 6 December 2023. It said that the level of service and communication Mr M had received had fallen short of what he should expect. And apologised. It said that while its agent had correctly told Mr M that the SIPP team's phone line closed at 2pm, he hadn't explained that the email mailbox would be monitored until 4pm. But it said that it had let Mr M know that he could send it a written instruction by email before 4pm.

Mr M wasn't happy with L&G's response. He wanted it to backdate an investment instruction for the shares he'd wanted to buy on 31 October 2023. He said that when he'd called L&G just after 2pm on 31 October 2023, that was the only time he'd been available to provide his instruction.

L&G acknowledged this point, but felt that it was reasonable to expect Mr M to have contacted it as soon as possible after 31 October 2023 if he'd wanted to go ahead with the transaction. It also acknowledged that Mr M had said he was waiting for the complaint outcome before placing his instruction. But said that this had been Mr M's decision, and not something it had advised him to do.

Mr M wasn't happy with L&G's response. So he brought his complaint to this service. He wanted L&G to honour the share price he would've achieved if he'd been able to instruct the purchase on 31 October 2023. He also wanted it to compensate him for his time and effort. Mr M confirmed that he was yet to invest the money he'd intended to use to buy the shares.

Our investigator didn't think the complaint should be upheld. She acknowledged that the documentation L&G had previously provided to Mr M didn't specify that the SIPP team's phone lines were only open between 10am and 2pm. So she understood why he'd been disappointed to be told he was too late to place his instruction by phone. But she felt that L&G had previously provided Mr M with clear information about how he could provide trading instructions, including the email address, before 31 October 2023. She also noted that Mr M had himself used that email address to place a trade in March 2023. And that L&G had tried to call and had emailed Mr M before 4pm on 31 October 2023 to tell him he could place a trade by email. So she felt it'd taken reasonable steps to put right its agent's failure to reiterate that an email mailbox service would be available until 4pm.

Mr M didn't agree with our investigator. He said he hadn't wanted to buy the shares at a higher price than that available when he'd asked to buy them. He felt he'd been denied that opportunity. He also disagreed that he could've bought the shares the following day. He said he'd called at the time he had because that was when his work/life had permitted him to do so.

Our investigator still felt that after L&G had informed Mr M about the monitored mailbox, this had provided him with an opportunity to place the trade. She acknowledged that as L&G had contacted Mr M shortly before 4pm, he had been prevented from placing his trade before that time on 31 October 2023. But she was still persuaded that he could've bought the shares sometime after that. She felt it was Mr M's decision not to purchase the shares he'd initially intended to buy. She said that after L&G had taken steps to put things right, he hadn't acted quickly to mitigate the losses he'd mentioned.

As agreement couldn't be reached, the complaint has come to me for a 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'm not going to uphold it. I know this will be disappointing for Mr M. I'll explain the reasons for my decision.

It's not in dispute that L&G's agent failed to tell Mr M that although the SIPP team's phone lines were closed as it was after 2pm, its email mailbox would be monitored until 4pm. What is in dispute is whether or not L&G took reasonable steps to put things right when it followed up with Mr M before 4pm of the same day.

L&G feels that it corrected the information it'd provided to Mr M very quickly. It said it had tried to call Mr M and then emailed him to let him know he could place instructions until 4pm.

Mr M feels that L&G's failings have caused him a financial loss.

I do understand why Mr M feels that L&G's failure to tell him that the email mailbox operated until 4pm meant that he couldn't place the trade he'd wanted to place on 31 October 2023. But from what I've seen, L&G took reasonable steps to ensure that Mr M was made aware before the 4pm deadline that he could still make a trade that day.

I acknowledge that there were only a few minutes of the trading day left when L&G called Mr M and then sent its email. And I note that Mr M told this service that when L&G had contacted him to explain that they'd made a mistake, it wasn't a convenient time to trade due to work commitments. But it might've been possible for Mr M to have acted on those communications if he'd been able to pick them up at the time. So he could've then accessed the shares he wanted at the price he wanted to pay. It appears that Mr M either didn't get the email in time, or that he didn't have time to react to it in time to access the price he wanted to pay on 31 October 2023.

Mr M has been clear that he didn't want to buy the shares at a higher price than that when he'd asked to buy them. And while I understand his point that he wanted to make the trade at a time and in a way that was convenient to him, I'm not persuaded that he couldn't have sent L&G an email instruction at some point later on 31 October 2023.

In saying this, I acknowledge that Mr M told this service that his previous experience of using the email service hadn't worked properly. I understand why this might've put him off using that service again. But despite any misgivings he might've had, he could've tried to use the email service L&G had signposted in its email. If it hadn't worked in the way it should've worked he could've then made a complaint about the failure of that service.

I also appreciate that Mr M feels that had he emailed L&G with his instruction, he wouldn't have known what the share price would be. And that he might therefore be financially disadvantaged. But I consider that if he had sent his instruction to L&G at some point after 4pm on 31 October 2023, he would've got the price on 1 November 2023, which was £1.29. He would've therefore seen a financial benefit. Had the share price instead increased on 1 November 2023, Mr M would've been worse off, but he would in my opinion have then been able to complain to L&G that its failings had led to that loss.

The Financial Conduct Authority's Consumer Duty came into force at the end of July 2023 for open products like the one being complained about here. The Consumer Duty includes a requirement that firms ensure their communications meet the information needs of their customers and are likely to be understood by customers.

As I've explained, I'm satisfied that L&G had previously made Mr M aware of the email mailbox. So I'm satisfied that L&G had provided Mr M with sufficient information about the ways in which he could contact it about making a trade well before 31 October 2023. Therefore I'm satisfied that L&G met the requirements of the Consumer Duty.

Overall, I'm satisfied that L&G took reasonable steps to put right its agent's omission. And I don't uphold the complaint.

My final decision

For the reasons explained above, I don't uphold Mr M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 12 June 2024.

Jo Occleshaw
Ombudsman