

The complaint

Mr B has complained that Halifax Share Dealing Limited (“HSDL”) gave him the incorrect information about shares he bought within his Self Invested Personal Pension (SIPP) and the benefits associated with the investment which resulted in him suffering some financial loss.

What happened

On 10 November 2023 Mr B purchased a number of shares in Carnival within his Self Invested Personal Pension (SIPP). It appears he did this to take advantage of the “perks” he thought he would be entitled to – specifically the “on-board credit” that he wanted to use on an upcoming cruise he had planned.

After Mr B gave the instruction to HSDL to purchase the shares he contacted HSDL to request proof of ownership of the shares so he could provide this to the cruise company in order for him to receive the credit. Mr B did this in a telephone call on 10 November 2023.

After around three weeks as Mr B hadn’t received anything from HSDL he called again to chase the documents up.

When he explained the situation this time he was told that as the shares were purchased within his SIPP he wasn’t eligible for the on-board credit.

At this point Mr B raised a complaint. He said he was given the wrong information and it was HSDL’s responsibility to ensure he had a full understanding of the benefits he was and wasn’t entitled to.

HSDL resolved the complaint verbally (and confirmed it in writing) without delay. It explained that Mr B was never entitled to any perks because when purchasing shares within a SIPP the trustees are in fact the beneficial owners. However HSDL did acknowledge that Mr B had been given the wrong information in a couple of telephone calls Mr B had had with HSDL and so for this it offered him £50.

Mr B accepted the £50 but wasn’t happy with the overall outcome and so referred his complaint to this Service. He said that had he been told the purchase within the SIPP wouldn’t have allowed him to obtain the credit he would have done something different in order to obtain that credit.

One of our investigators who assessed the complaint didn’t uphold it. This was because she had reasoned that Mr B was never entitled to any perks if buying shares within the SIPP. She was satisfied this was set out clearly in the terms and conditions (“T&Cs”) of the accounts which Mr B would have received. However, she did agree that Mr B had been given incorrect information which shouldn’t have happened but felt the £50 HSDL had initially offered Mr B was sufficient to recognise this failure. So she felt there was nothing further she needed to ask HSDL to do.

Mr B didn't accept the assessment so as no agreement could be reached the complaint has been passed to me to decide.

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.

I've taken into account relevant: law and regulations; regulatory rules; guidance and standards; codes of practice; and (where appropriate) what I consider to have been good industry practice at the relevant time.

Where the evidence is incomplete or inconclusive, I've reached my decision based on the balance of probabilities – in other words, on what I think is more likely than not to have happened given the available evidence and wider circumstances.

First and foremost I have reviewed the T&Cs of the account in question and it is clear that Mr B was never entitled to any perks in relation to any purchases made within the SIPP account. Any shares bought within the SIPP wrapper are the ownership of the trustee – this is confirmed in the SIPP T&Cs where in Mr B's circumstances it's Sippdeal Trustees Ltd, a wholly owned subsidiary of AJ Bell, that is the trustee of the Scheme and is the legal owner of the assets within the Scheme.

So anything Mr B bought within his SIPP would have always been ineligible for any perks. I appreciate that Mr B has said it was HSDL's responsibility to ensure he had fully understood what benefits he was and wasn't entitled to, but I disagree. This is what the T&Cs and the customer agreements are for. These are provided to customers to ensure they are fully aware of all the information in relation to their dealings with any business. And it is the customer's responsibility to ensure they have read and understood the conditions by which both parties are bound.

So in my view it's reasonable that Mr B should have been aware that any share purchases within his SIPP wouldn't have attracted any perks.

However, it is clear that Mr B wasn't given the correct information when he bought the shares and when he called to ask for proof of ownership.

In the call of 10 November when Mr B asked for the share certificates it is clear the call handler knew that Mr B had bought the shares within his SIPP. It is also clear in this call that Mr B was requesting the share certificates because he wanted to claim one of the perks – the call handler even says he is very aware of the perks available.

In my view, the call handler had enough information at that point in time to have told Mr B that he wasn't eligible for the perks and why, but clearly this didn't happen. This is a mistake that shouldn't have happened – I would expect the call handlers or any customer facing representative of any business to be knowledgeable about the issues they are dealing with – enough to guide the customers. So I agree this error should be recognised by HSDL. However as mentioned above HSDL has already offered £50 to Mr B and he has accepted this and I am satisfied that this amount is sufficiently reflective of the error that occurred. I know Mr B has said that the on-board fee which he wanted the perks to cover should be covered by HSDL, however it is clear that he would never have received this because he wasn't ever entitled to it. So I see no reason why HSDL should be responsible for this payment.

I know Mr B has said that had he been given the correct information much earlier he could have done something different to ensure he received the specific perk he was looking for. However, he hasn't provided any details as to what exactly this would have been. He had already purchased the shares and it's unlikely he would have sold them again as that would affect the value of his SIPP – an important vehicle for his retirement savings. Also it's unclear exactly what options were available to Mr B that would have ensured he received the perk that he was looking for. Even HSDL can't confirm that he would have received the on-board credit had he done something different pointing to section 10.4 of the customer agreement Mr B would have signed up to. This says:

“For CREST eligible UK investments, some companies offer special benefits to their shareholders (that is “shareholder perks”). As your investments will be pooled with those of other clients and will be registered in the name of the nominee company or sub-custodian, we may not be able to claim shareholders perks for you.....”

So I think it can be seen that there was no certainty around whether Mr B would have been able to get the on-board credit he wanted via a different means.

For me to direct HSDL to redress him with the value of that on-board credit I need to be satisfied that he definitely could have gotten this another way had he been told the correct information in a timely manner. But from this information I have seen I am not satisfied this was the case.

My final decision

For the reasons set out above my final decision is that I don't uphold this complaint and I make no award.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 23 April 2025.

Ayshea Khan
Ombudsman