

The complaint

Mr M complains about the sale price of some shares in a fund that he sold through Financial Administration Services Limited (Fidelity).

What happened

On 2 May 2024 Mr M spoke with Fidelity and said he wanted to sell £10,000 worth of shares in the Legal & General Global Technology Index Trust. He was given an indicative share price of £1.491 however when the shares were sold later that day the price was £1.464.

Mr M complained to Fidelity as he had concerns about the information given in the telephone call which had caused a financial loss. Fidelity didn't uphold the complaint saying the correct pricing point had been used.

Remaining unhappy Mr M brought his complaint to our service where one of our Investigators looked into what happened. They thought Fidelity made clear that the price of £1.491 was only indicative and that the correct price of £1.464 had been used when the transaction was processed.

Mr M disagreed saying it was hard to believe that Fidelity couldn't give real time trading data to relevant parties, and that this had caused him a financial loss.

Because an agreement couldn't be reached the matter has come to me for a 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.

Mr M has provided a lot of information about the complaint and it's clear how strongly he feels about what happened. I want to assure Mr M that I have read and considered everything that has been provided even if I don't mention it all in detail. I've summarised some things which reflects the informal nature of our service.

During the telephone call on the morning of 2 May 2024 Mr M was given an indicative price of £1.491.

Having listened to the call I think Fidelity made it clear that the price was an estimate and that until the deal had been priced it could vary. They explained that the sale would be placed at the next available price point on a forward pricing basis with a cut off at 2pm later that day.

The Fidelity website explains that forward pricing in relation to funds is different to that of a trading brokerage service that allows dealing in real time:

This means that you don't know exactly how many units you'll receive for your investment, or how much money will be achieved from your sell, until your transaction has been priced.

This is also explained in the product literature which says:

All fund investments are priced daily at a set time, known as the 'daily pricing point'. The price you pay for an investment will normally be the price calculated at the next daily pricing point following the receipt of your order.

In this situation Mr M spoke with Fidelity in the morning before the price point had been set for that day. During the telephone call it was explained that the cut off time was later that day at 2pm.

I can understand Mr M's frustration at not knowing what price would be used and with Fidelity not seemingly having access to real time trading data. However as I have explained above forward pricing for funds works differently to a brokerage service for other types of shares.

The transaction was placed on a forward pricing basis which is explained in the product literature and was also confirmed during the telephone call. Fidelity correctly executed the transaction and I've not seen any evidence of errors with the process or the pricing.

Having carefully considered everything that happened I'm satisfied Fidelity acted fairly and reasonably when dealing with Mr M so I won't be asking them to take any further action.

My final decision

For the reasons I've explained above, my decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 2 September 2025.

Warren Wilson

Ombudsman