

The complaint

Mrs C says when she tried to undertake transactions through Financial Administration Services Limited's (FASL) online platform in respect of her Self-invested Personal Pension (SIPP), she didn't receive confirmation of the trades as was usually the case. Despite requesting confirmation this wasn't forthcoming. There are several aspects to her complaint including a lack of information from FASL (trading as Fidelity) about what had gone wrong and no guidance about how this could be avoided in future. She questioned its engagement with her enquiries and its investigation of her complaint. Mrs C thought she may've suffered financial detriment and noted other negative impacts on her including the inconvenience and distress she'd been caused.

What happened

Mrs C has provided a very detailed explanation of her complaint. The following extracts summarise what she has told this Service:

"I initiated 25 trades in my SIPP account at 10:37 am, yet did not receive a confirmation of transaction screen or document. Despite having logged in since 10:22 am and remaining active until after the 11 am cut-off point, I remained without confirmation of my order with the Fidelity platform instructing me to wait for the order confirmation indefinitely. This recurrence has compounded my frustration and dismay, particularly given the identical issue occurring two days prior to this complaint. The uncertainty surrounding the execution of my orders, despite their placement well in advance of the 11 am cut-off time, is disconcerting. Notably, the absence of an order receipt confirmation document within the Fidelity platform for the specified date and time further exacerbates the issue..."

"...Given the timely placement of these orders via the Fidelity online platform before the 11 am cut-off point, it is reasonable to expect that Fidelity received them in a timely manner for optimal execution. The lack of accessible information at the time prevented me from independently verifying this, particularly noteworthy as the trades were placed mere minutes before the cut-off point, and the platform, as instructed, did not permit any alternative action while awaiting trade processing..."

"...In light of these issues, I expect Fidelity to rectify the situation by ensuring the provision of adequate information as suggested when such issues occur. Additionally, clear guidance on how to address similar issues if they recur under identical circumstances is warranted and that was notably absent from Fidelity's response that demonstrably failed to understand the extent and importance of the matter. Furthermore, compensation for the upset, inconvenience, and expenditure of time and energy incurred as a result of utilizing the malfunctioning platform and lodging this complaint is undoubtedly justified."

Mrs C went on to list resulting 'non-exhaustive' adverse effects on her as a result of what had happened, these included: potential financial loss; breach of duty; frustration and upset; time and energy expended; a failure of legal and regulatory compliance; violation of her consumer rights; violation of the Financial Conduct Authority's Consumer Duty; and delayed redress.

To put things right she proposed FASL should provide:

“1. Inclusion of timestamped order confirmation PDF documents in the client view of the Fidelity platform, accessible in real-time during the order placement process, to ensure transparency and accountability.

2. ...directly relevant practical guidance on how to address similar issues in the future, ensuring that as a client I am equipped with actionable steps that Fidelity can reason why they will work to provide the intended positive outcome that they provided me with before this complaint, so that I can navigate platform failures effectively and specifically when the Fidelity platform prompt for me to wait for the placement of the order appears to be stuck in a perpetual loop.

3. Compensation of £250 to cover the emotional toil, significant time, and energy expended in pursuing my complaint, as well as anticipated delays in resolution through the Financial Ombudsman Service process. However, I am open to withdrawing this complaint and settling directly with Fidelity for £125, contingent upon the immediate implementation of items 1 and 2 without further delay or inconvenience, if they would like to consider exercising this option that I kindly offer them as a long-term customer...”

Mrs C raised her complaint with FASL on 5 October 2023 and it responded on 20 October 2023. It didn't uphold her case. It said it had been unable to review her recent online sessions, possibly because of anti-virus software, pop-up blockers and/or security settings she had in place. However, it informed her the pending orders tool was working. It gave advice about how she could access transaction history on her account. It confirmed the transactions she'd requested had been given effect at the right time and provided information about when different funds were priced. It also said it wasn't aware other customers had experienced the same problem she had.

Mrs C wasn't content with FASL's response and she brought her complaint to this Service in the terms I've already set out. An Investigator considered her case but didn't uphold it. He didn't think the firm had done anything wrong.

Mrs C didn't agree with the Investigator's findings and conclusions. She provided a very detailed list of reasons for wanting an ombudsman's decision. She thought the Investigator had failed to address her complaint properly. She summarised her concerns again listing: FASL's deviation from normal service; the material delay she experienced in using its platform; and the poor response/handling by FASL of her enquiry and complaint, and her request for guidance.

As both parties couldn't agree with the Investigator's view, Mrs C's complaint has been passed to me to review afresh and to provide 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.

Where there's conflicting information about the events complained about and gaps in what we know, my role is to weigh the evidence we do have and to decide, on the balance of probabilities, what's most likely to have happened.

Mrs C has provided lengthy submissions throughout her journey with this Service. I want to assure her that I have considered all of them fully. However, I've not provided a detailed response to all the points she's raised in this case. That's deliberate; ours is an informal service for resolving disputes between financial businesses and their customers. While I've taken into account all submissions, I've concentrated my findings on what I think is relevant and at the heart of her complaint.

I'm not upholding Mrs C's complaint. I'll explain why.

The first thing I've considered is the extensive regulation around the services like those performed by FASL for Mrs C. The FCA Handbook contains twelve Principles for businesses, which it says are fundamental obligations firms must adhere to (PRIN 2.1.1 R in the FCA Handbook). These include:

- Principle 2, which requires a firm to conduct its business with due skill, care and diligence.
- Principle 3, which requires a firm to take reasonable care to organise and control its affairs responsibly and effectively, with adequate risk management systems.
- Principle 6, which requires a firm to pay due regard to the interests of its customers and treat them fairly.
- Principle 7, which requires a firm to pay due regard to the information needs of its clients, and communicate information to them in a way which is clear, fair and not misleading.
- Principle 12, which requires a firm to act to deliver good outcomes for retail customers.

So, the Principles are relevant and form part of the regulatory framework that existed at the relevant time. They must always be complied with by regulated firms. As such, I need to have regard to them in deciding Mrs C's complaint.

Although Mrs C has provided a detailed explanation of her complaint, the matters arising essentially stem from a narrow and clear event. She was attempting to make investment trades on her SIPP, but disconcertingly she didn't receive real time confirmation these had been given effect. Neither was she able to access alternative sources of information on FASL's platform to put her mind at rest that the transactions had taken place.

Dealing with pensions is a significant financial transaction. So, when things didn't happen in the normal way for Mrs C in October 2023 when she was making investment decisions on her SIPP, I recognise this would've given rise to concern. And I can see the subsequent engagement she had with FASL wasn't sufficient to put her mind at rest and this led to her making further considerable efforts to resolve matters to her satisfaction, including bringing matters to this Service.

Mrs C provided this Service with testimony about what happened in October 2023, including a screen shot which showed a *loading* or *buffering circle*, which was evident while she was trying to trade, prior to and after FASL's transaction daily cut-off point. So, naturally, she couldn't be sure at that time whether her requests had been actioned or not.

Unfortunately there's no definitive evidence about whether the problem experienced by Mrs C arose with FASL's platform or had something to do with her own infrastructure. As the Investigator concluded in his final letter to Mrs C:

"We cannot be certain what caused the issues you experienced, i.e. whether this was at Fidelity's end or not. No business can guarantee their online service will be available all the time and [FASL's] T&Cs say "Fidelity makes no warranty or representation that the Service can be accessed at all times" and lists examples of factors that might impact on the service and highlights the issue of pop ups and pop up blockers that can cause problems..."

"...[FASL] have not been able to access your online journey to view what might have happened, but were unaware of any existing errors with trade notifications or trade related

documents. I believe they have explained why they could not view your online journey and have given tips to clear cookies and caches regularly when experiencing issues online. They also subsequently provided documentary confirmation of the trades and also directions to where confirmation [of these can be found]."

"We haven't seen evidence there had been a problem with [FASL's] platform. Historically, when a large financial business has an IT issue, we see numerous complaints from unconnected customers, but this has not happened here. [FASL's] system keeps an audit trail of what occurred, and that shows things worked normally. But we're not able to go back and see what you saw on the screen when the issue happened. This doesn't mean we're disregarding your evidence, we're just an impartial, evidence-based service going off what we reasonably have, and the trades you placed did happen."

Since raising her complaint, Mrs C hasn't made this Service aware of any other occurrences of the problem she experienced in October 2023. So, I assume she has since had access to the information about her transactions that she needs at the right time.

Based on the information available to me, I think it's more likely than not the issue Mrs C experienced with the loading/buffering screen was outside of FASL's control.

I've also thought about what Mrs C told this Service about the main adverse effects on her (in italics below) as a result of what had happened. Turning briefly to these matters:

- *Potential financial loss* – while Mrs C wasn't able to verify the transactions she made in October 2023 at the moment she was trading and says she may have suffered financial detriment, she was subsequently able to access the relevant information. FASL has demonstrated the trades she made in October 2023 were given effect at the right time and price. No telling case has been made by Mrs C that she has incurred a financial loss in relation to the matters complained about.
- *Breach of duty and violation of consumer rights* – Mrs C says FASL may be in breach of its duties because it couldn't provide her with clear information at the time of her transactions. But I've concluded that on the balance of probabilities the technical problems she experienced weren't its responsibility. And she would've had access to the information she needed shortly after the events complained about. I also consider the actions FASL took to investigate the issues she raised and its response to her complaint were proportionate, fair and reasonable.
- *Breach of FCA's consumer duty* – Mrs C says there was no positive outcome for her flowing from the events of October 2023 nor from FASL's handling of her case. The consumer duty does require a business to act to deliver good outcomes for retail customers. However, this doesn't mean individual customers will always get good outcomes or will always be protected from poor outcomes. It is about the outcomes that result from the business' actions considering what it knew or could reasonably be expected to have known at the relevant time. In acting to deliver a good outcome, a business should act in good faith, avoid causing foreseeable harm to customers and support them to pursue their financial objectives. From what I've seen in this case, I do not conclude FASL was in breach of the consumer duty.
- *Frustration and upset, time and energy expended* - while I've no doubt the events of October 2023 did cause Mrs C understandable concern, I think this should've been for a relatively brief period and the sums involved were small. Unfortunately, we're all inconvenienced at times in our day-to-day lives – and in our dealings with other people, businesses and organisations. I don't find anything out of the ordinary in this case. And as I've concluded FASL didn't do anything materially wrong. It follows I won't be requiring it to make an award in this regard.
- *A failure of legal and regulatory compliance* – our service is not the regulator, and

while we give proper consideration to law and regulations, we look at individual complaints and determine them on a fair and reasonable basis. If an error has been made by the business and this caused a loss, we seek to put the customer back into the position they'd have been in now. But I've concluded in this case FASL doesn't need to do anything further.

- *Delayed redress* – I've concluded no redress is due in this case, so the point isn't relevant.

In summary, I find it more likely than not FASL wasn't responsible for the technical problems Mrs C experienced when conducting transactions on its platform in October 2023. In that context it wouldn't be reasonable for me to conclude it should take action to reengineer its platform to cater for what appears to have been a rare incident, which was beyond its control.

I think FASL explained to Mrs C why it hadn't been able to review her relevant online sessions, possibly because of the anti-virus software, pop-up blockers and/or security settings she had in place. It informed her about what tools and information she could access to monitor her transactions. And it confirmed the transactions she'd requested in October 2023 had been given effect at the right time.

I know Mrs C will be disappointed with my findings and conclusions. But I think FASL has been proportionate, fair and reasonable in its dealings with her.

My final decision

For the reasons I've set out, I'm not upholding Mrs C's complaint

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 7 February 2025.

Kevin Williamson

Ombudsman