

The complaint

Mrs B complains that Helm Godfrey Partners Limited:

1. May have given her personal information to a third party without her consent.
2. Failed to follow the agreed investment strategy in 2017 and 2018. It didn't invest on the "drip feed" basis agreed in 2017; and it didn't invest cash in the market as agreed in February 2018. After she complained, she didn't understand how the redress had been calculated and felt pressured to accept the offer.
3. Recommended a different investment strategy only six months after the initial advice. This forced her to sell all her investments, incurring fees and being exposed to risks associated with being out of the market.

What happened

The background to this complaint was set out in detail by the ombudsman who considered what parts of the complaint this service could consider. To avoid repetition, I will summarise what happened only briefly.

Mrs B sought advice from Helm Godfrey in December 2017 for the investment of her pension fund. Helm Godfrey's advisor ("advisor X") recommended a £600,000 initial investment in line with its "Helm 35" investment strategy. The remaining money was to be used to purchase a bond, to be invested in line with the agreed investment strategy, over the next 24 months. The investment would be held on its provider's platform ("provider A").

In February 2018, Helm Godfrey recommended an investment of 10%, in addition to the agreed monthly amount of 4.16%, as market conditions were favourable. Mrs B agreed. Mrs B was told that due to a problem with provider A she wouldn't be able to see the activity on her account.

On 3 April 2018, Mrs B raised concerns about advisor A. Helm Godfrey allocated her a new advisor ("advisor Y"). On the same day around £1,000,000 was moved into funds.

Shortly afterwards, Mrs B realised the agreed monthly investment, and the 10% investment, hadn't taken place. She complained and, following its investigation of what had gone wrong, Mrs B accepted Helm Godfrey's offer of redress.

Advisor Y recommended moving to a new platform provider ("provider B") and a change from an advisory agreement to a discretionary management agreement. Mrs B didn't agree and decided to encash her investments and move to a new provider.

In August 2022 Mrs B complained as outlined in "the complaint" section above.

Helm Godfrey said there hadn't been any data breach and that Mrs B should contact the business who'd phoned her to ask where it had obtained her personal details. It said the remainder of her complaint was a duplicate of the matters she'd raised in 2018 and that she'd accepted the redress. It said her investments had remained on provider A's platform until she moved them to another provider.

Helm Godfrey didn't consent to us considering Mrs B's complaint because it said it hadn't been referred to us within six months of its 2018 final response letter. So before our investigator could consider the merits of the complaint, an ombudsman decided what parts of the complaint we could consider. He decided that we couldn't consider:

- The failure of Helm Godfrey to make monthly drip feed investments in the portfolio, or to invest 10% in February 2018.
- The fact that the redress paid to Mrs B in May 2018 was made outside of the pension wrapper.
- The fact that Mrs B could not view her portfolio on provider A's platform up to May 2018.
- The advice and platform fees charged to Mrs B.

The ombudsman decided that we could consider the May 2018 recommendation by advisor Y. The ombudsman said:

"I consider this service is able to consider that element of Mrs B's complaint that relates to her concerns that Helm Godfrey's actions led to her incurring unnecessary costs as a result of assets being bought in December 2017 and April 2018, and then sold shortly afterwards."

The investigator didn't recommend that the complaint should be upheld. She didn't think Helm Godfrey did anything wrong in recommending a change of platform provider, or that it could reasonably have been expected to know provider A would encounter problems. And she thought the recommended platform switch gave the opportunity to move Mrs B to a discretionary management agreement, which wasn't unreasonable. With regard to the potential data breach, the investigator couldn't conclude that Helm Godfrey had passed on her personal information without her authority.

Mrs B didn't agree. She said she didn't understand how it was reasonable for the agreed investment strategy to be completely changed after less than six months, and that in the six months Helm Godfrey had managed her funds, she had lost £700. She said she also wanted compensation for the poor service she received when she complained – she said Helm Godfrey took more than 10 weeks to reply and then wouldn't answer her complaint, forcing her to refer to this service, which caused her unnecessary inconvenience and distress.

Our investigator reconsidered matters, but her findings remained unchanged. Mrs B said, in summary, that:

- Helm Godfrey made a poor decision to move to provider A's platform. It was responsible for carrying out adequate due diligence. It chose to move to the platform, and she had no choice in the matter.
- She was left with no option but to sell her investments and seek advice from another provider – there had been a catalogue of errors; she couldn't remain with the existing arrangement because advisor Y said she had no confidence in that strategy; and advisor Y's recommendation involved increased cost and risk.
- She suffered an overall loss in the six months her money was invested with Helm Godfrey.

- She should be compensated for the time and distress caused by Helm Godfrey's failure to deal correctly with her complaint.

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 find I have come to the same conclusion as the investigator for the following reasons:

The investigator explained that matters relating to a breach of data are dealt with by the Information Commissioner's Office ("ICO") and Mrs B is welcome to contact them if she thinks her personal information has been shared without her authority. I'm satisfied that, when she raised this issue, Helm Godfrey investigated and didn't conclude there had been a data breach.

I don't find it inappropriate that advisor Y recommended Mrs B's investments were moved to a new platform provider. Provider A's platform wasn't allowing Mrs B to view everything she needed to about her investments and there had been a number of issues with the platform's performance. I don't think Helm Godfrey could have reasonably foreseen these problems when it recommended provider A to Mrs B in December 2017. As our investigator explained, the problems with provider A were widely reported and it would seem the issues stemmed from provider A's decision to move to a new technology provider in January 2018.

The move to a new platform provider supported a discretionary management service, which Helm Godfrey also recommended. But I note it was clear that, if Mrs B preferred to remain with an advisory service, Helm Godfrey still recommended she changed platform providers, because of the issues being encountered. Again, I find this was appropriate in the circumstances.

I'm satisfied that Helm Godfrey explained the benefits of a discretionary management service, and I don't find that this service was unsuitable for Mrs B. It would have provided, for example, daily monitoring of the portfolio to ensure it continued to meet Mrs B's needs and objectives; rebalancing of the portfolio when required; quicker execution of recommended investment changes.

The move to a discretionary management arrangement would have required Mrs B's existing investments to be liquidated, so that reinvestment in the new portfolio could take place. Mrs B's complaint is that this was only six months after the initial investment; and around a month since a large investment of around £1million. I understand Mrs B's concerns and I've considered this very carefully.

Firstly, I think the £1million invested on 3 April 2018 was to put in place the recommended investment strategy agreed in December 2017, and which hadn't completely taken place. I can't comment on this further because, as both parties are aware, it's been decided this isn't something we can consider. Nevertheless, investment was made in line with the original strategy (and under an advisory management basis) a few months before Helm Godfrey recommended liquidating those investments and pursuing a new strategy. I'm satisfied that the main reason for the change of strategy was that the recommended move to a new platform allowed Mrs B to have her investment managed on a discretionary basis. She suggests advisor Y told her Helm Godfrey had no confidence in the existing strategy. I think Helm Godfrey had, understandably, lost some confidence in the ability of platform provider A to meet its, and its clients, needs. But I don't think it had lost confidence in the investment strategy itself. And this is supported by the fact that it continued to recommend investment in

line with this strategy whilst Mrs B decided how she wanted to proceed. But it thought Mrs B might benefit from its discretionary management service. And I don't find that was an unsuitable recommendation, even taking into account that her recently purchased investments would need to be liquidated.

Mrs B said she'd lost all confidence in Helm Godfrey, and she decided to liquidate her investments and move to a new provider. As I've not found Helm Godfrey gave her unsuitable advice, I don't find it's obliged to compensate Mrs B for any loss she made in liquidating her investments, or for the time she was out of the market.

Mrs B says she's been caused distress and inconvenience because Helm Godfrey took more than eight weeks to respond to her complaint and it refused to investigate issues that this service has subsequently decided to consider. I don't think Helm Godfrey's response to Mrs B's complaint was as clear as it could have been. Whilst it thought part of Mrs B's complaint had already been dealt with and she'd not referred it to the ombudsman in time, it did investigate Mrs B's concerns about a potential data breach, and it did comment and defend its position on the advice it gave in May 2018. It should have told her that it didn't give its consent to us investigating those parts of her complaint that had been the subject of its 2018 final response letter. But it told her it didn't consent to any of her complaint being considered by us. But I don't find Helm Godfrey is obliged to pay Mrs B compensation for any distress or inconvenience caused. I say that because:

- Whilst its final response letter said it didn't consent, it still provided Mrs B with her right to refer her complaint to us.
- Had Helm Godfrey carried out a more detailed investigation of her complaint, I think it more likely than not that it wouldn't have upheld it. So she would most likely have referred it to us anyway.

Overall, I don't find Helm Godfrey gave Mrs B unsuitable advice, and I don't find it treated her unfairly or unreasonably.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 18 March 2025.

Elizabeth Dawes
Ombudsman