

The complaint

Mr F complains that Aviva Life & Pensions UK Limited (“Aviva”) didn’t tell him his limit order to buy shares had been placed until after the market had closed. He said he’d never intended to hold the shares beyond the trading day and would have sold at a profit if he’d known his limit order had been fulfilled.

He wants Aviva to compensate him for the loss he made when, at a later date, he sold the shares; and compensation for the distress and inconvenience he’s been caused.

What happened

I set out a summary of what happened in my provisional decision. I said:

Mr F has a SIPP account with Aviva and Aviva provides an online trading platform.

On 2 February 2024 Mr F placed an order to buy 500 shares in a company that I’ll refer to as “C” at a limit price of 503p. The trade was executed within 15 minutes, at 9.05am. But Mr F didn’t receive confirmation of the trade from Aviva until it sent him an email at 5.01pm. Mr F complained, saying he’d never intended to hold C shares beyond the trading day and would have sold them at a profit if he’d known his limit order had been executed.

Aviva said the broker who’d executed the trade had system issues and this caused the delay. It said it didn’t receive confirmation from the broker until late in the day. It didn’t uphold Mr F’s complaint because it said the trade had been executed at the limit price; it had confirmed the order on the same day; and it didn’t provide a day trading platform, so trade confirmation isn’t always instant.

Our investigator didn’t recommend that the complaint should be upheld. He concluded that Mr F wouldn’t have been able to sell C shares until the purchase had settled – on 6 February.

Mr F didn’t agree and provided evidence of other sales that he’d been able to place before purchases had settled.

My provisional decision

As Mr F didn’t agree with our investigator’s conclusion, the complaint was passed to me. I didn’t think the complaint should be upheld, but for different reasons. I set out my conclusions in a provisional decision to give both parties an opportunity to respond. I said:

Firstly, it’s important to note that during communications both Aviva and our investigator quoted the wrong trade time of 4.59pm. This was the time Aviva’s broker provided confirmation that the order had been placed. The trade actually took place at 9.05am.

Aviva’s terms and conditions say that:

“We will provide You with online confirmations for Your initial purchase of Investments, sale of Investments and re-investments once the transaction has been completed.”

No timescale is included in the terms, but I would expect confirmation to be sent reasonably quickly. In this case, the trade took place at 9.05am but Aviva didn't notify Mr F until 5.01pm. But I don't find Aviva caused the delay. I'm satisfied that the delay was caused by a systems problem at the stockbroker who was responsible for placing the trade. And I don't find Aviva can be held liable for the delay under its terms which say:

“27 Liability

We shall not be liable or have any responsibility for any loss or damage You incur or suffer as a result of any event or circumstance not reasonably within Our control including:

Failure, interruption or delay in the performance of Our obligations resulting from the breakdown, or failure or malfunction of any telecommunications or computer services; and/or

.....

Failure of third parties to carry out their obligations”.

I'm satisfied from the evidence that Aviva wasn't notified that Mr F's trade had been successfully placed until 4.59pm. And it confirmed the trade to Mr F a few minutes later.

I wouldn't have expected Aviva to have contacted its broker to find out why it hadn't received trade confirmation. That's because the trade was a limit order, and it was reasonable for Aviva to assume the order hadn't triggered.

I understand Mr F's frustration because he says he never intended to hold the shares beyond the trading day and that he most likely would have sold them on 2 February if he'd known his limit order had been filled. Whether or not Aviva would have accepted his order – because it says it wouldn't have accepted an order to sell the shares until the purchase order had settled - makes no difference to the outcome here. I say that because I've not found the delay in confirming the purchase was Aviva's responsibility. So it follows that I can't hold it liable for Mr F being unable to sell his shares on 2 February.

Mr F didn't agree with my provisional decision. He said, in summary, that there was an error which caused his problem. He doesn't have an account with the stockbroker who caused the error, so he can only seek redress from Aviva. Aviva should pay him his loss and then claim it back from the stockbroker.

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 understand Mr F's frustration. But for the reasons I set out in my provisional decision, including what it says in the agreed terms and conditions, I can't hold Aviva responsible for a third party's system issue which was out of its control.

As Mr F hasn't provided any new information, I find no reason to depart from my earlier

conclusion.

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 Mr F to accept or reject my decision before 28 April 2025.

Elizabeth Dawes
Ombudsman