

The complaint

Mrs B complains about how Financial Administration Services Limited (“Fidelity”) has administered her pension plan.

What happened

Mrs B holds pension savings with Fidelity. Her husband (who I will call Mr B) also holds investments with Fidelity and has made a separate, but similar, complaint about his dealings with the firm. Mr B has also assisted Mrs B both in her dealings with Fidelity and in making her complaint to us. But Mrs B has now asked that we deal directly with her on this complaint.

The complaint that Mrs B made to Fidelity concerned some problems she and her husband had faced when trying to use its secure messaging system around September 2023. Mrs B says that she wanted to use the messaging system to instruct some trades on her pension investments. Fidelity has shown us there was no login activity from Mrs B between 1 and 21 October. On 26 October Mrs B and her husband called Fidelity to discuss making the changes to their investments.

That call could not be completed as the battery on Mr B’s phone ran out. But Mrs B and her husband called Fidelity again the following day. On that call they instructed the sale of their pension and ISA investments. Those trades, in accordance with Fidelity’s published dealing terms, were completed the following working day. Mrs B and her husband sent a joint complaint to Fidelity about the problems they had faced in making those changes. But since their investments are held separately it is appropriate that each complaint is dealt with on its own merits.

It seems that Fidelity reached an agreement with Mr B to settle his complaint by paying him some compensation for the inconvenience he’d been caused. But it told Mrs B that it didn’t think her complaint should be upheld. It said that it hadn’t identified any issues with its secure messaging service. And it thought it had sold Mrs B’s investments promptly when it had received an instruction from her. Unhappy with that response Mrs B brought her complaint to us.

Mrs B’s complaint has been assessed by one of our investigators. He explained that he was only able to consider Fidelity’s actions in regard to the matters Mrs B had specifically complained about, and that were covered in the final response letter she’d received. And in relation to those issues the investigator didn’t think Fidelity had done anything wrong. He said he hadn’t seen anything to make him think that any problems with how the secure message system had been designed had meant delays to Mrs B being able to sell her pension investments. And he said that he thought that when the sale instruction had ultimately been given, Fidelity had completed the sales promptly. So, the investigator didn’t think Fidelity needed to pay any compensation to Mrs B.

Mrs B didn’t agree with that assessment. So, as the complaint hasn’t been resolved informally, it has been passed to me, an ombudsman, to decide. This is the last stage of our process.

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.

In deciding this complaint I've taken into account the law, any relevant regulatory rules and good industry practice at the time. I have also carefully considered the submissions that have been made by Mrs B and by Fidelity. Where the evidence is unclear, or there are conflicts, I have made my decision based on the balance of probabilities. In other words I have looked at what evidence we do have, and the surrounding circumstances, to help me decide what I think is more likely to, or should, have happened.

At the outset I think it is useful to reflect on the role of this service. This service isn't intended to regulate or punish businesses for their conduct – that is the role of the Financial Conduct Authority. Instead this service looks to resolve individual complaints between a consumer and a business. Should we decide that something has gone wrong we would ask the business to put things right by placing the consumer, as far as is possible, in the position they would have been if the problem hadn't occurred.

Our investigator has explained to Mrs B some of the rules that govern how we are permitted to decide complaints but I think it important that I highlight some of the most important aspects in relation to this complaint.

A business must be given the opportunity to respond to any complaint that is being made. That will normally be done in the form of a final response letter such as that Fidelity sent to Mrs B. That letter will set out the business' understanding of the complaint and its response. And what that effectively means is that problems that might arise after a final response has been issued will generally need to be dealt with as a new, or separate, complaint.

And this Service is tasked with dealing with individual complaints – assessing each complaint on its own merits. So here, although I can see that Fidelity has chosen to agree a settlement with Mr B for his complaint, that shouldn't lead me to automatically conclude the same compensation should be paid to Mrs B – regardless of how similar she might think their complaints are. Instead, as I have explained earlier, I will look at all the evidence we have to decide whether something has gone wrong, that has caused Mrs B to lose out.

Fidelity has explained to us that its secure messaging system has some built in safeguards to ensure that inactive sessions are not left open, and so could be used by a third party without the account holders permission. It says that after a period of time an inactive session will be terminated. And that means that any open incomplete messages will be lost. So that might explain why Mrs B faced problems sending secure messages if she spent a long time drafting them – or waited a while before they were sent.

I think the security features that Fidelity has set out for its secure messaging service are entirely sensible and proportionate. Whilst I accept that they might have caused Mrs B some inconvenience I don't think that suggests Fidelity has done something wrong. Any security measures might come with additional burdens on system users. But that doesn't mean they should be dispensed with. And Fidelity has proposed a workaround to Mrs B – drafting messages in another application before copying and pasting them into a secure message – that should help alleviate any problems in the future.

But even if Mrs B had managed to complete and send the secure message, Fidelity would have been unable to accept any trading instructions through it. That is clearly set out in the warning message that appears as part of any use of the system that says;

“We are unable to accept dealing instructions via this messaging service. To place a deal, please go to Manage Investments > Buy, Sell, Switch. If your message is regarding an investment decision, please be aware that we usually respond to messages within two business days, if you want a faster response then you can call us.”

So, in fact, Mrs B would have only been able to instruct the sale of her investments either using the online investment management system or by telephone. And it appears that was the method she used later the following month when she and her husband called Fidelity. I think if Mrs B had been keen to make an immediate sale of her investments when she says she had problems with the secure messaging service she might have called at that time instead.

So, I am not persuaded there were any faults caused by Fidelity that caused a delay to the sale of Mrs B's pension investments. It follows that I don't think the complaint should be upheld. I appreciate that Fidelity took a different approach in how it dealt with Mr B's complaint – I don't know whether it viewed him as suffering the inconvenience on behalf of both him and Mrs B. But I'm not persuaded, based on the facts of this individual complaint, that any compensation needs to be paid to Mrs B in relation to the matters that formed her initial complaint to the firm.

My final decision

For the reasons given above, I don't uphold the complaint or make any award against Financial Administration Services Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 19 August 2025.

Paul Reilly
Ombudsman