

## The complaint

Ms T complains that AJ Bell Management Limited (“AJB”) has failed to administer her Self-Invested Personal Pension (“SIPP”) and Individual Savings Account (“ISA”) in line with the terms and conditions of the products.

## What happened

Ms T has been assisted in her dealings with AJB, and in making this complaint, by a family member. But in this decision, for ease, I will simply refer to all interactions and communication as if they were from, and with, Ms T herself.

Ms T holds a SIPP and ISA with AJB. On 4 February 2025 she placed orders for the purchase of UK Treasury Bills using funds she held in both accounts. The bills were to be purchased at an auction being operated by HM Treasury at 10am on 7 February.

In order to facilitate the purchase, and ensure sufficient funds were available, AJB ringfenced the purchase amounts in each account against a dummy investment code. Following the completion of the auction AJB would then create a new successful purchase against the correct investment code and cancel the dummy purchase to release the ringfenced funds.

But those two processes were not simultaneous. So, Ms T became aware that double the expected purchase cost had been deducted from her accounts on the afternoon of 7 February. Following a complaint to AJB it appears the ringfenced amount held against her SIPP was reinstated around 4-30pm. But Ms T says the correction to her ISA didn't occur until much later in the day. Ms T says that the duplication of the trade meant that she would have been prevented from making further investment decisions before the markets closed that day. She complained to AJB that it hadn't released the ringfenced funds earlier.

AJB didn't agree with Ms T's complaint. It said that, due to the volume of trades it was dealing with, it wasn't able to cancel the ringfenced trade immediately. It said that the impact on Ms T's accounts was expected and in line with its normal approach. But it said that it was considering Ms T's feedback and would be looking at whether it could take any steps to reduce the timeframes. Unhappy with that response Ms T brought her complaint to us.

Before our investigator had considered the complaint, AJB made a proactive settlement offer. Whilst it still thought its processes were fair AJB accepted that seeing the duplicated trade might have caused some distress and inconvenience to Ms T. So, it offered her £150 in compensation as a gesture of goodwill. Ms T didn't accept that offer and asked us to continue looking at her complaint.

Ms T's complaint has been assessed by one of our investigators. He explained that it wasn't the role of this service to direct firms about how they should operate their commercial activities. But the investigator said that he hadn't seen any evidence that AJB's actions had caused Ms T any financial loss. The investigator thought that the offer AJB had made for the trouble and upset caused to Ms T was fair and reasonable.

Ms T 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. If Ms T accepts my decision, it is legally binding on both parties.

### **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 Ms T and by AJB. 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.

I think I should be clear that I will not, in this decision, be providing any directions to AJB about how it should operate its business. AJB is entitled to make commercial judgments about its processes. Should there be any concerns that AJB's overall approach is unfair those would need to be addressed by the regulator.

But Ms T does have an agreement with AJB, set out in its terms and conditions, about the service she should expect to receive. Should I find that AJB hasn't complied with those terms then I would need to consider whether that failure has caused Ms T to lose out. Simply failing to apply any terms and conditions wouldn't cause me to think that compensation should be paid – I would need to see that Ms T had acted differently as a result.

There seems little dispute about what has happened here. In order to ensure sufficient funds are available for the Treasury Bill auction instruction, AJB will create a dummy order that ringfences the necessary payment. And then when the auction has concluded that dummy order is replaced by the actual order.

But where things appear to have gone awry is that the replacement order, and the cancellation of the dummy order, have not happened at the same time. In effect Ms T has been left with two orders for the same purchase on her accounts. I can understand why that would have been concerning for her. And it also leads me to consider how AJB would have dealt with the situation had Ms T not held sufficient cash to support both orders – I can only assume that more care would have been taken to ensure that both the replacement order and the cancellation were completed at the same time.

So, I don't think that Ms T has been treated fairly by AJB. I think she had a reasonable expectation that the funds she held in her SIPP and ISA – that weren't allocated to the purchase of the Treasury Bills – would be available to her for further investments. And I haven't seen anything in the terms and conditions of the products that would support AJB's actions. In fact, those terms suggest that the cancellation and replacement order would occur simultaneously.

But as I explained earlier, simply making that finding wouldn't be enough for me to require AJB to pay Ms T compensation. She would also need to demonstrate that she had suffered a financial loss. I accept that providing that evidence is difficult. But I haven't seen anything to persuade me that Ms T was prevented from dealing in the short time between the duplicated transactions being added to her accounts and the close of the markets for the day. And it doesn't seem that any transactions were instructed the following day that might make me think they were held over by Ms T until the funds were released back to her.

So, whilst I accept her argument that the funds should have been available, I'm not satisfied that it is most likely that Ms T would have made any new investments that afternoon. So, I don't think the failure to release the dummy transaction has caused her any financial loss.

I do however think that AJB's actions will have caused some distress and inconvenience to Ms T. It would have appeared to her that she had placed a duplicate purchase instruction on her accounts. But I am mindful that AJB would have quickly reassured Ms T, after she raised the issue, about what was actually going on. I've thought carefully about what compensation I would normally award in circumstances such as these. And having done so I think that the offer AJB has made – to pay Ms T £150 – is fair and reasonable and in line with my expectations.

I appreciate this decision will be disappointing for Ms T. But as I have explained it is not my function to direct AJB to alter its processes. I think, unless and until AJB changes the way it manages investment orders such as these, Ms T is now on notice that there may be a short period of time where both the dummy and actual purchase tie up funds in her accounts. Should she find that unacceptable for the future Ms T would need to consider whether AJB remains the appropriate provider for her SIPP and ISA investments.

### **Putting things right**

AJB should pay Ms T £150 to reflect the distress and inconvenience she was caused by how it dealt with her investment instructions for the purchase of Treasury Bills in her SIPP and ISA in February 2025.

### **My final decision**

My final decision is that I uphold a part of Ms T's complaint and direct AJ Bell Management Limited to put things right as detailed above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms T to accept or reject my decision before 26 December 2025.

Paul Reilly  
**Ombudsman**