

The complaint

Mr W complains that SVM Asset Management Limited (“SVM”) won’t pay the money it owes him or provide evidence that it’s already been paid.

The complaint is brought on his behalf by a third party. For ease, I’ll refer to everything as if it’s been said by Mr W.

What happened

Mr W bought an investment trust through an account with SVM. In April 2022 he phoned SVM to give instructions to withdraw the full amount invested. But SVM told him there’d been two withdrawals in December 2006 and his account had a nil balance.

Mr W didn’t recall making any withdrawal and asked SVM to provide details. SVM didn’t have full records, because of the time that had passed, but it sent Mr W the information it had about the investment trust sales and confirmed his account had a nil balance. Mr W provided copies of his bank statements which didn’t show that the money had been credited to his account. He wants SVM to pay him the money he is owed or provide evidence to show that he cashed its cheques.

SVM said it had checked all its accounts where the money could be held, but it didn’t have any outstanding amounts matching Mr W’s and that there were no unpaid balances.

Our investigator didn’t recommend that the complaint should be upheld. He thought it was more likely than not that the balance of Mr W’s account was paid out in 2006 and that SVM couldn’t provide any further evidence because it wasn’t required to keep records from that long ago.

Mr W didn’t agree. He said, in summary, that he only had one bank account and if SVM had sent a cheque it would have been credited to that account. He said there wasn’t evidence to show that SVM had paid him the balance of the account.

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.

SVM says Mr W withdrew the balance of his account in December 2006, following instructions to sell his investment trust. Due to the passage of time, there are limited records available from that long ago. I therefore reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

SVM has provided evidence to show that Mr W’s account has a nil balance. And it’s been able to provide details of the investment trust sales which took place in December 2006. Whilst I can’t say exactly what security measures SVM had in place in 2006, and whether these were followed, I think it’s more likely than not that SVM carried out checks to make

sure that it was an authorised party who gave the sale and withdrawal instructions. And that, as this was an account in Mr W's sole name, it was most likely Mr W who gave those instructions.

SVM would most likely have paid the balance of the account to Mr W. It can't conclusively say how the money was issued to Mr W, but it thinks it was most probably by two cheques. It held the correct postal address for Mr W so, if the money was sent by cheque, Mr W most likely would have received it.

Mr W has provided copies of his bank statements from 1 December 2006 to 31 March 2007 which don't show the cheques being credited to his account. The cheques would have been valid for six months, so they would still have been able to be cashed up to around the end of June 2007. But I understand Mr W is sure the cheques weren't credited to his account during this period.

Mr W says he only had one bank account. I accept that's possible. But looking at the statements, whilst there are some direct debits, there wouldn't appear to be the normal transactions for household expenses that I would expect to see if someone didn't have access to any other accounts. And there's no regular income receipts. I would have expected to see credits for either salary, pension or benefits. So I think it is possible that Mr W did have other accounts, which he's now forgotten about, and the cheques could have been credited there.

I understand Mr W would like SVM to provide evidence that the cheques were cashed by him. But, because this happened so long ago, SVM doesn't have that information. I don't find that unreasonable. If the cheques hadn't been cashed, I would expect an equivalent sum to be held in one of SVM's client money accounts. SVM told us that it has checked all these accounts and hasn't found any balances which correspond with the amount it would have sent Mr W.

I'm satisfied that, in the understandable absence of records, SVM has taken reasonable steps to provide Mr W with as much information as it can and to check that it isn't holding Mr W's money in one of its accounts. I do appreciate Mr W would like to know with certainty what happened. But overall I don't find SVM has acted unreasonably, and I find it's more likely than not that Mr W has already received the balance of his account.

My final decision

For the reasons I've explained, 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 W to accept or reject my decision before 19 September 2023.

Elizabeth Dawes
Ombudsman