

The complaint

Miss D complains that she couldn't access her online account with Halifax Share Dealing Limited ('HSDL') when she wanted to trade. So, she wants HSDL to compensate her for missed opportunities in the market.

What happened

Miss D had a share dealing account and Self Invested Pension Plan with HSDL. On 9 November 2020, Miss D set a 'TradePlan Order', which in this case was a limit order, to sell 4,000 and 8,000 shares in her respective accounts relating to a company I'll refer to as 'R'. The limit price was to sell at 105pence per share.

After the announcement of the COVID vaccine, the share prices in R started to rise, so Miss D said she wanted to cancel the limit order. However, she received an error message on her online account. Miss D called HSDL customer services on a number that was provided on its website but this was an incorrect number. When Miss D called she was transferred to an insurance department. She was told to call a different number which she did immediately. However, it took almost an hour before the call was answered.

Whilst Miss D was on hold the share prices for R reached 137pence per share. And her limit order had already been executed so she was unable to amend the order. As a result, she says she lost out on the opportunity to gain £3,840 profit. Miss D said this was the result of HSDL not being able to cope with the demands of the market.

HSDL rejected Miss D's complaint. It explained that due to market volatility on 9 November, it was experiencing higher than usual traffic to its online service. It pointed to its terms and conditions which said that if the online service was unavailable, or if the customer received an error message, they should use the telephone service. It later acknowledged this number was incorrect on its website but was corrected shortly after. HSDL said that whilst it tried to ensure there was minimal call waiting times, this was subject to customer demands.

Our investigator recommended HSDL should pay Miss D £100 for the distress and inconvenience caused by its delays in answering her call. But she didn't think it could be held responsible for loss of opportunity to buy or sell other shares. Amongst other things, our investigator said that having listened to the call made on 9 November 2020, she could hear Miss D was asked if she wanted to place a trade to which she said no. Based on this, our investigator concluded there was insufficient evidence of Miss D's intention to trade further in R's or any other shares.

Miss D disagreed. She said she didn't place an order because by that time, share prices had increased. So the matter has been passed to me for a decision.

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've come to the same conclusions as our investigator. I'll explain why.

HSDL's terms and conditions say (bold HSDL's emphasis): "*We will not be liable for any losses that you suffer due to any failure of the **online service** to the extent that the failure is beyond our reasonable control.*"

On 9 November 2020, trading volumes across world markets increased dramatically following positive Covid-19 vaccine news. The demand from HSDL's customers also surged and unfortunately Miss D was one of the customers who was unable to access her online account. In the circumstances of the unprecedented demand, I don't find it unreasonable that HSDL wasn't able to offer its usual level of service.

HSDL does offer a telephone dealing service which Miss D was directed to call when she was given an error message when she tried to access her online account. This did mean she needed to call again but I can see she was given the correct number and called this immediately. So this, in itself, didn't cause unreasonable delays.

However, the HSDL dealing service was similarly extremely busy for the same reasons as outlined above. I fully understand how frustrating this must have been for Miss D. But, again, I don't think the waiting time was unreasonable in the specific circumstances here.

In any event, having listened to the call Miss D made on 9 November, I can't hear any indication from her that she either had intended to cancel the limit order or intended to place any trades. From what she said, she was calling to question why she couldn't access her online service. And she was monitoring certain shares which she may have wanted to buy or sell depending on the market price.

Miss D was specifically asked if she wanted to trade by the HSDL agent. But she declined this offer. So, as Miss D was offered a reasonable alternative to trade in shares, and she was clearly able to monitor share price movements elsewhere, I don't think HSDL was the *cause* of any lost opportunity to trade.

Similarly, I don't think there's sufficient evidence to hold that HSDL's mistake caused Miss D to miss out on the opportunity to cancel or amend her limit order. Even if Miss D had changed her mind, there was no guarantee this could be amended by the time the limit price was reached. The risk was always going to be that the price would increase above the sell limit price she set.

All in all, I don't find HSDL is obliged to compensate Miss D for loss of opportunity she says she experienced in trying to access its dealing service that day, or for any trades she may have wanted to carry out.

Miss D says HSDL's platform should be better at withstanding large trading volumes. My role is to resolve individual disputes between businesses and consumers. I don't have the power to tell HSDL how it should develop, and/ or manage its systems. In the particular circumstances here, when Miss D tried to access her account online and then tried to use the phone dealing service, for the reasons I've set out above, I don't think it was unreasonable that she experienced some problems.

That said, I agree with our investigator's recommended award of £100. I think Miss D was inconvenienced by having to call and hold on to the phone lines for an hour. I accept Miss D doesn't think this is enough to compensate her given she feels she's lost out on almost £4,000. But whilst I consider HSDL's mistake caused Miss D some inconvenience, I think this was only to the extent that she wasted time calling a wrong number and being on hold before her call was answered. I think £100 sufficiently compensates her for this.

My final decision

I uphold the complaint and I order Halifax Share Dealing Limited to compensate Miss D for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss D to accept or reject my decision before 14 February 2022.

Yolande Mcleod
Ombudsman