

The complaint

Mr B complains about the service provided by Barclays Bank UK PLC with regards to the Smart Investor platform.

In summary, he says:

- He's unhappy about not having access to his account since the migration. Barclays changed its platform which resulted in him being blocked from his account.
- He's concerned about the loss of value of his investment.
- Despite calling Barclays numerous times he wasn't able to get through due to security issues and Barclays cut the call short.
- Barclays hold incorrect personal information about him.
- Dividends were automatically reinvested – between September 2019 to February 2020 – he doesn't recall asking for this.
- He didn't receive a follow up call from a manager about access issues.
- He attempted to place a trade online, but the incorrect stock was purchased. He had to place two deals to sort the situation.
- He wanted to sell stocks but wasn't able to.
- In a recent call he asked to speak to a manager, but the call was disconnected but no one called back.
- Barclays isn't adjusting its service to meet his needs under the Equality Act 2010.

What happened

Barclays didn't uphold the complaint. In summary, it said:

- Mr B previously raised concerns about issues he was having regarding 'access', following changes to his account.
- Prior to the change in 2017, it sent Mr B an online and telephone passcode. It also sent a brochure with a step by step guide on how to access his account.
- During a previous telephone call on 4 July 2019, arrangements were made to send Mr B new passcodes to enable him to access the account – this was addressed in a previous final response letter (FRL) dated 31 July 2019, and assistance was offered.
- If Mr B was still having issues accessing the account, it can arrange for a member of staff (from his local branch) to visit his home to assist.
- It couldn't locate any staff member that hung up the phone on Mr B. This issue was also dealt with in the 2019 FRL.
- Mr B is concerned that shares dropped whilst he couldn't access his account, but it hasn't purposely prevented him from accessing his account. Its 'Client Service Team' are there to help and he could've called them to discuss his account. It would've also been able to assist with buying and selling shares or withdrawing cash from the account.
- On 4 July 2019, Mr B was also told that he could change the outdated information that it had on file using the passcodes sent in the post, but it hasn't received any request to update his information. If Mr B called the business on the number provided

it would be happy to change and update his details.

- The 'dividend reinvestment facility' was added to Mr B's account following his call on 4 July 2019. Having listened to the call recording it can confirm that Mr B agreed to this facility being set up from that date, after raising concerns about not being able to reinvest his dividends. But following Mr B's request this facility was removed following his request on 19 February 2020.
- Mr B is unhappy about the stamp duty being applied to his dividend reinvestments, but this is applied to all share purchases. It's sorry if he wasn't aware of this.
- Having reviewed Mr B's phone history, it has seen no record of a manager promising to call back.
- In respect of purchasing 'Legal and General' shares, Mr B was provided with correct instructions in terms of what to click to receive a live price. Mr B couldn't see the "quantity" option, as he'd already selected "at best" rather than "quote and deal". Once he selected "quote and deal" he could then see the "quantity" option.
- Whilst Mr B may feel there was an error with the website, from its experience and having consulted its 'technical specialist team', it's unlikely there was an error and unlikely there would've been an issue if he'd selected "quantity".
- Whilst there was no error, it still offered to refund the £6 commission as a gesture of goodwill.
- On 19 February 2020, Mr B – following an in-depth discussion – asked to be transferred to a manager. But whilst on hold, the call was disconnected, before it could be put through. It was assumed that Mr B ended the call. As a complaint had already been logged, he wasn't called back.

One of our investigators considered the complaint but didn't think it should be upheld. In summary, she said:

- Mr B opened an account with Barclays Stockbrokers in 2006. In 2017, Barclays wrote to its customers about the new platform.
- In 2019, Mr B raised a complaint about not being able to access his account – this was the first time he complained. The records showed that he hadn't accessed his account since August 2017.
- Given what Mr B was going through in his life, it's possible that he didn't receive the new passcodes sent in the post.
- Barclays are required to complete customer identification and security on the account Mr B was trying to access – this is to prevent any un-authorised persons from accessing his account.
- The call notes from July 2019 show:
 - On 4 July 2019, Mr B was sent telephone passcodes and transferred to the complaints team where he raised a formal complaint.
 - On 5 July 2019, Barclays called Mr B and verified him using the agreed password – designed to simplify the process. Barclays didn't agree that it prevented Mr B from accessing his account so didn't agree to refund the fees. Barclays offered a non-financial (gift) as gesture of goodwill but Mr B declined and ended the call.
 - In due course, Barclays provided a written response to the complaint dated 16 July 2019, but in an FRL dated 31 July 2019, it refunded the cost of the fees, but confirmed that fees would be applied going forward. It also offered compensation for the distress and inconvenience caused because Mr B had difficulty remembering details when answering security questions.
- On 23 January 2020, Mr B called Barclays but failed security. He was able to confirm his email address. Although he gave the incorrect number, he answered some transaction questions correctly. Mr B explained he had a condition which makes it difficult to remember or locate passcodes, but he refused additional assistance on

the website. He requested that his passcode be sent in the post, but Barclays were unable to do this due to issues with him confirming all security questions. The call handler offered a house visit from a staff member or for Mr B to go into branch with the relevant identification, but Mr B confirmed this wasn't necessary.

- On 31 January 2020, Mr B called Barclays about issues to do with logging in. He was able to log-in with assistance and was advised to use webchat or call back if he had problems.
- On 19 February 2020, Mr B called to discuss issues to do with shares he'd purchased.
- He also wanted to re-set his telephone passcode again. He was told that he'd be sent this, as much of the information on his file was outdated.
- On 21 February 2020, Barclays emailed Mr B dealing with his issues. But Mr B was still unhappy about the platform change, and online security. But he wasn't able to pass security. Barclays confirmed that passcodes were sent in August 2017, 4 July 2019, and on 19 February 2020.
- Mr B raised further issues about not being able to access his account for the last three years or so, and that the value of his investments had decreased. But Barclays had provided the option to help by sending a staff member from his local branch to assist him.
- Whilst Mr B was unhappy that Barclays had outdated information about him and that prevented him from passing security. It was his responsibility to provide up to date and accurate details – Barclays has no means of knowing whether or not his details have changed.
- Despite what Mr B says about receiving a follow up call, she's seen no evidence that a follow up call was promised, and that Barclays failed to honour that promise.
- In summary, Mr B's initial complaint was resolved in July 2019, and he was able to access his account, but problems arose again in early 2020. Barclays have offered various ways including home visits to assist him. Barclays was unable to email Mr B the passcodes and it couldn't amend his details without going through the correct process.
- Barclays has asked Mr B to provide any changes I details in writing which it can update in due course.

Mr B disagreed with the investigator's view and asked for an ombudsman's decision. In short, he said:

- The investigator hasn't mentioned the substantial delay caused by our service, that has worn him out and stopped him from share dealing.
- He's asked Barclays to deal with him in line with his disability needs, so that he could deal.
- Other stockbrokers telephoned him and resolved matters meeting his needs under the Equality Act 2010.
- The investigator's considered what's fair and reasonable – but it's not fair to use the 'the reasonable man' standard. He's operated accounts before without problems.
- In the past if there was a problem, Barclays would phone him. He had the same experience with other brokers. They'd call him/email him and take him through the process without charging him for a service he didn't agree to.
- The matter hasn't been resolved as he still can't buy the shares in Pharmaceuticals he wanted to, to his detriment.
- Barclays putting the phone down on him is an abuse of power over a disabled person.
- Barclays didn't email him, and this amounted to a breach of contract and no one has dealt with that.
- He did access his account once. Barclays should've kept an eye on this and got

- contact with him because he wasn't using the account.
- Barclays changed its platform leaving him unable to effectively use the new platform.

As no agreement had been reached, the matter was passed to me for review.

In early October 2022, I issued my provisional decision, a copy of which is stated below and forms part of my final decision. In the decision I said:

“On the face of the evidence, and on balance, despite what Barclays says, in the circumstances I’m not persuaded that it has behaved reasonably towards Mr B, considering his circumstances.

Before I explain why this is the case, I think it’s important for me to note I recognise Mr B’s strength of feeling about this matter. I’m also very sorry for the health difficulties he’s facing, I appreciate it must be a difficult time.

Mr B has provided detailed submissions to support the complaint, which I’ve read and considered carefully. However, I hope he won’t take the fact my findings focus on what I consider to be the central issues, and not in as much detail, as a discourtesy.

The purpose of my decision isn’t to address every single point raised. My role is to consider the evidence presented by Mr B and Barclays, and reach what I think is an independent, fair and reasonable decision based on the facts of the case.

It’s not my role to punish Barclays for any regulatory breaches either, that’s the role of the industry regulator the Financial Conduct Authority (the FCA). My role is to decide if Barclays has done anything wrong and where appropriate award redress for any financial losses for which it’s responsible and/or compensation for any distress and inconvenience caused.

In deciding what’s fair and reasonable, I must take into account the relevant law, regulation, and best industry practice, but I’m not bound by this. It’s for me to decide, based on the information I’ve been given, what’s more likely than not to have happened.

I’m aware that Mr B first complained to Barclays in 2019. That complaint was upheld, and he was paid £276 compensation – comprised of £76.87 for the cost of the fees and £200 for the poor experience dating back to 2018. It seems that complaint has already been dealt with and covered the period until mid-2019.

Also, so that Mr B can’t be identified, I’m not going to refer to all of his medical conditions in this decision. I’ve taken his circumstances into account I don’t think I need to refer to his specific health issues in order to decide his complaint.

Whilst I don’t intend to deal with the issues that have already been covered by the previous complaint, I’m conscious that there is some overlap. In order to deal with this complaint comprehensively inevitably I’ll have to deal with information that’s likely to have been referred to already relating to his unhappiness with smart investor – this doesn’t affect the decision already made.

Having dealt with smart investor complaints I’m aware of the difficulties faced by many Barclays’ customers following the migration to the new platform. I’m not surprised that Mr B hasn’t had any/much interaction with the account since migration over the first two years, because he’d been unable to log into his account for various reasons and seems to be having similar issues now.

I appreciate that Barclays can't second guess issues that Mr B is having or he's likely to have in the future. I don't think it's unreasonable for Barclays not to be able to do so. However, Barclays should take reasonable steps to deal with Mr B more comprehensively and cohesively, without him having to start at square one spending time to sort out the issues, or risk getting lost in the system each time he calls Barclays for assistance, because his file wasn't marked correctly in relation to his circumstances.

I note in January 2020, roughly six months after his initial complaint, Mr B called Barclays a number of times about difficulties he was experiencing logging into his account. I note he was eventually able to log in. Whilst I appreciate that Barclays has a processes in place, I think it's unhelpful that Mr B has to be referred to a manager before any meaningful action took place, because there doesn't appear to be a consistent way in which he's dealt with. For example, despite being told that Barclays can't send his pass code in the post, this was then agreed to but only after he spoke to a manager and I don't think that should be necessary if his file is marked appropriately.

I note a month or so later Mr B called Barclays again to discuss issues to do with shares he'd purchased. This would suggest that despite the challenges, he was able to login and trade if he wanted to. I note Barclays has security measures in place to prevent unauthorised persons from accessing customer accounts, so on balance I don't think that's unreasonable for Mr B to go through security in order to access his account. But as I mentioned above, Barclays should've done more to better assist Mr B with the issues he's facing given his circumstances.

I note that on 19 February 2020 Mr B wanted to re-set his telephone passcode. I note Barclays said that it would send the passcode in the post, presumably as a security measure, and because his personal details on file were outdated.

In the circumstances, and on balance, given Mr B's circumstances and background to this complaint, I think Barclays ought to have given him an opportunity, there and then, to update his details, and then offered him an opportunity to re-set his passcode, either over the phone (if possible) or via the post.

This would've allowed Mr B in future to contact Barclays without the added burden of having outdated personal details and could've avoided him failing security on a subsequent occasion(s) – preventing him discussing his account in the future leaving him going round in circles – adding to his distress and inconvenience.

Whilst I don't blame Barclays for not having Mr B's up to date details, on balance I think it ought reasonably to have given him the opportunity to put things right over the phone given his circumstances – I note Mr B prefers to deal with matters in person rather than in writing/over email. I'm mindful that Mr B had a lot of issues to deal with and wasn't sure of the precise details that Barclays had for him.

I note that in the recent FRL dated April 2022 Barclays invited Mr B to call so that his details could be updated, I can't see why this couldn't have been done in the first instance. Mr B has repeatedly made clear the difficulties he was experiencing relating to memory and health, so a reasonable exception ought to have been made to accommodate his circumstances. Perhaps if Barclays had marked his file accordingly after the first complaint, this issue might not have been so difficult to deal with.

I appreciate that Barclays offered a home visit, which Mr B refused. But just because Mr B doesn't/didn't want a home visit doesn't mean Barclays can't still mark his file accordingly and continue to offer suitable assistance over the phone and/or online. Offering a home visit doesn't absolve Barclays of its responsibilities towards Mr B and trying to find a solution with

regards to his health issues and poor memory. I can appreciate why Mr B is upset with this circular situation and getting nowhere.

In other words, if Mr B didn't want a home visit, I think Barclays still should've made a reasonable effort to simplify the security process. It was clear that Mr B had difficulty remembering security details, and that he probably had difficulty accessing information sent to him.

I'm not suggesting that Barclays change its processes – its not for us to tell Barclays how to run its business – however, I think Barclays needs to take a more reasonable approach in dealing with Mr B, who is clearly experiencing ongoing distress and inconvenience with regards to accessing his account and investment, hampered by his poor memory and medical issues.

On balance, I don't think Barclays deliberately put the phone down on Mr B on 19 February 2020. However, I do think it should've called him back when the line was cut whilst on hold to be transferred to a manager. I note Barclays says it thought Mr B cut the phone line short, but I'm not persuaded this assumption was reasonable given that Mr B was clearly wanting to speak to a manager after a log chat with an operative. I note Mr B says that it made him feel like it was 'an abuse' given his disability, and that Barclays could treat him however it liked. I don't think this was the case, but I appreciate it gave Mr B that impression.

On balance I think Barclays should pay Mr B £250 compensation for the distress and inconvenience caused. I've selected this level of compensation based on the overall impact I believe the issues have had on him. In my opinion Barclays should've done more to identify and deal with Mr B's issues (which are unlikely to go away), rather than taking a somewhat piecemeal approach.

The above notwithstanding, I note that Mr B is very unhappy about the changes brought in by Barclays, but I've seen nothing to suggest that Barclays was wrong to do this.

I should make clear that despite what Mr B says, Barclays wasn't obliged to continue to operate its account in the way that it had been since it was set up. I've seen nothing to suggest that Mr B was given any guarantees that it would.

As a financial business, Barclays is within its rights to do things differently, rather than continue with what Mr B was used to and happy with. It's not for us to tell Barclays how to run its business. Despite what he says, this isn't the same as breach of contract.

Given the nature of the changes, Barclays was obliged to notify Mr B, which I'm satisfied it did in good time. It's likely that Mr B probably didn't receive the notification and documentation owing to difficulties in his personal life, but I can't blame Barclays for this. Barclays also didn't need Mr B's consent before bringing in these changes so hasn't done anything wrong by not seeking this.

Having dealt with smart investor complaints, I'm satisfied that Mr B was probably given a reasonable amount of time to decide – if he was unhappy with the changes – whether (or not) he wished to continue with Barclays or go elsewhere but matters were clearly frustrated by his lack of access and security issues.

Despite what Mr B says about cost, Barclays is still providing a service and is therefore entitled to charge for it – having made clear its new fee structure. The fee is charged for the services provided (such as the platform), it isn't just based on Mr B buying and selling shares. If Mr B would like more information on this, I'm sure Barclays will assist but at present and on balance, I don't think he's entitled to a refund of the fees.

I'm aware that Barclays Smart Investor is an execution only stockbroker, so it's not obliged to chase Mr B just because he hasn't accessed his account. If that's something he specifically wanted perhaps he can speak to Barclays about setting up an alert or something. If Mr B was keen to speak to a specific member of staff – the manager that dealt with him on one of the occasions – then that person ought reasonably to have called him back given how distressed Mr B was about everything.

Despite what Mr B says, I don't think Barclays has purposely tried to prevent him from having access to his account. But I'm aware that its inability to find a more permanent solution to his issues has resulted in Mr B continuing to have problems surrounding his account and details.

On the face of the evidence, and on balance, despite what Mr B says, I unable to safely say that he wasn't able to trade when he wanted to. The primary reason for this is that I've not seen any evidence that persuades me that he wished to trade in specific shares (whether in pharmaceuticals or other something else) but wasn't able to do so, or that Barclays prevented him from doing so. Mr B could've traded over the phone.

It's possible that Mr B may have forgotten, but on balance I'm satisfied that he initially agreed to having the dividend reinvestment facility. Nevertheless, Barclays removed this facility following his request to do so in February 2020 and refunded the charge as a gesture of goodwill. I don't think it needs to do any more in respect of this.

I apologise for the time it has taken to deal with Mr B's complaint. But as the investigator probably explained, we've received a substantially higher number of complaints than expected and this has affected our decision queue.

Resolving complaints is a dynamic process, and sometimes because of additional enquires or entrenched views, some older and more complex complaints can take longer to resolve. But this isn't of itself a reason why Barclays should pay Mr B any more compensation. I also don't accept that this would've prevented Mr B from trading if that's what he wanted to do.

I appreciate Mr B might be unhappy that I've not awarded redress for the losses claimed. I realise my decision isn't what he wants to hear. But on the face of the available evidence, and on balance, whilst I have upheld his complaint in part, I'm unable to give Mr B what he wants."

I gave the parties an opportunity to respond to my provisional decision and provide any further submissions they wished me to consider before I considered my final decision.

Mr B responded but didn't accept my provisional decision. In summary, he said:

- He'd like an explanation as to why I'm dealing with the case when the investigator had been told not to, in view of her and the service's failures.
- He's received the subject access request (SAR) from Barclays and is waiting for the call recordings where it admitted its fault, which I've not referred to in my provisional findings.
- Other stockbrokers have been helping him, and they've all said 'breach of contract' as Barclays stopped him using the account, but I haven't mentioned that.
- The investigator has completed a flawed investigation, otherwise the stockbrokers and the law are all wrong.
- I've made no mention of our failures, and delays, as a service and kangaroo process.
- He'd asked for communication by phone in line with the Equality Act 2010, but the

investigator/service didn't do as asked. And on the odd calls, there was hostility towards him.

- As in the case of "Swatti v GMC 2022" if a case isn't investigated properly and fully, it will lead to injustice.
- I/the investigator had made a number of assumptions which aren't based on facts.
- He's been dealing with the matter and it may end up in court like his other matters have.

Barclays also responded but didn't accept my provisional decision. It made the following key points:

- It understands the key finding is that it could've done more to deal with Mr B's request to update his personal details over the phone.
- It does have a 'care marker' on Mr B's account, regarding his memory difficulties, which means he doesn't have to explain every time he calls. It's also aware that he may need different support.
- Since his last complaint the issues have been discussed but Mr B has declined to take matters further.
- In terms of changing his personal details, it did look at non-standard ways it could support Mr B, going as far as to offer a home visit which isn't a service it routinely offers.
- It has a responsibility to protect its clients and accounts from fraud, and given Mr B's vulnerability, it's particularly important.
- It needs to verify ID to change personal details so it's not unreasonable to ask him to send documents in the post.
- Once Mr B's details are updated, it'll be much easier to communicate with him. For example, when it has an up-to-date mobile number in place, each time Mr B calls, it can simply text him a one-time password meaning that he won't have to remember a set passcode.
- It doesn't feel the complaint should be upheld.

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, notwithstanding the latest submissions from Mr B and Barclays, my decision to uphold this complaint remains the same, principally for the same reasons as set out in my provisional decision.

In other words, despite being given time to respond to my provisional decision, I'm satisfied that no new material points have been made that persuade me I should change my decision.

In this instance, and on balance, I'm still satisfied that the key points remain the same, and have been considered by me, in my provisional decision.

On the face of the evidence, and on balance, despite what the parties say, I still think the complaint should be upheld and Mr B should be paid £250 compensation – regardless of whether or not there's a call recording of Barclays accepting fault.

In my provisional decision I said: *"As a financial business, Barclays is within its rights to do things differently, rather than continue with what Mr B was used to and happy with. It's not*

for us to tell Barclays how to run its business. Despite what he says, this isn't the same as breach of contract."

Despite what Mr B wants, I'm not required to make a legal determination about whether there's been a breach of contract in the same way that a court or tribunal might. I also don't think my not doing so prevents me from deciding and concluding this case.

I also don't think giving Mr B additional time – over and beyond what he has already had – is likely to take matters on this point any further. I'm sorry if this is disappointing to Mr B, but I have to be fair to all sides in dealing with this case in a reasonable and timely manner.

Besides, I'm mindful that Mr B's first complaint to Barclays in 2019, was upheld, and he was paid £276 compensation – comprised of £76.87 for the cost of the fees and £200 for the poor experience dating back to 2018. It seems that complaint has already been dealt with and covered the period until mid-2019 and that's why I said I won't be considering points that have already been dealt with.

In any case, I appreciate what Mr B says about the service provided by us and the delays, but that, or any (potential) service complaint, doesn't prevent me from deciding this case, which is a separate matter to the service he received from us.

Despite what Mr B says, I also don't think I need any further information from him, or to talk to him, in order to make a final decision – I'm satisfied that I have what I need to make a final decision in this case. I should make clear that I have also put out of my mind Mr B's earlier comment to an ombudsman manager, that we have "Indians" working for us, regardless of what he may have meant by the comment it hasn't played a part in my deciding not to speak to him before issuing my final decision.

In this instance it's not for me to make specific recommendations about what Barclays should do. Whilst I think its current suggestion regarding the mobile phone code is helpful, I think it ought to liaise with Mr B about a long-term solution, so that he doesn't have to go through a lengthy process every time he calls up.

In other words, I think Barclays should take reasonable steps to deal with Mr B more comprehensively and cohesively, without him having to start at square one spending time to sort out the issues, or risk getting lost in the system each time he calls Barclays for assistance.

It seems that Mr B (and Barclays) will be unhappy that I've maintained my decision. Whilst I appreciate Mr B's frustration, I'm not going to ask Barclays to do anything other than pay him £250 compensation.

Based on what Mr B says, it seems he may have made up his mind about going to court, as he has apparently done so (and won) on previous occasions because, in his words, the ombudsman has done a 'shoddy job'. I'm aware that despite my decision, Barclays still doesn't think this complaint should be upheld, so it's a matter for him whether, or not, he goes to court – it's not something that I can comment upon.

Putting things right

Barclays Bank UK PLC should pay Mr B £250 compensation for the distress and inconvenience caused.

My final decision

For the reasons set out above, and in my provisional decision, I uphold this complaint.

Barclays Bank UK PLC should pay Mr B compensation as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 22 December 2022.

Dara Islam
Ombudsman