

## **The complaint**

Miss C complains Hargreaves Lansdown Asset Management Limited (“HLAM”) took too long to give her access to her account and to transfer cash from there to her bank account.

## **What happened**

Miss C was locked out of her online account. She has said this was despite inputting the right details and not trying as many times as the system told her she had. She was told a pin code would be sent to her by first class post the next day to allow her to reset her details. She wouldn't have account access until that happened.

Miss C spoke to HLAM the next day and it told her the pin had been sent out first class. She mentioned her post was very unreliable - so she might get the letter the next week, but it might be the week after. HLAM told her to call back if she hadn't received the pin by the middle of the following week. It was a Friday and the following Monday was a bank holiday, so if the pin didn't arrive on Saturday it would arrive on Tuesday at the earliest.

Miss C called HLAM the following Wednesday to say the pin hadn't arrived. She questioned whether the pin could have been sent first class or on the day HLAM had said. She asked and HLAM agreed that a pin be sent to her special delivery. But HLAM didn't send this pin.

Miss C also asked to withdraw cash from her account and HLAM told her she could not and would need instead to wait for the pin to arrive the next day and call then. Miss C wasn't happy with this and remained concerned that the pin would not arrive the next day. HLAM invited Miss C to speak to a member of the withdrawal team about her cash withdrawal request. Miss C wanted her concerns to be escalated to someone more senior instead.

HLAM escalated Miss C's concerns to a more senior staff member who then offered Miss C a way to withdraw her cash. She was told to write a letter and write her name and signature and send this by email to HLAM. The money would be paid the next day to her nominated account. Miss C said she would send the email. She asked that HLAM reply with an email acknowledgement, to which HLAM agreed after some discussion. HLAM actually phoned her back when it received her email because it had a typed signature rather than a written 'wet' signature. It told her it needed a 'wet' signature to release funds. Miss C then sent a written letter with a written 'wet' signature and HLAM paid the funds the next day (Thursday).

That same Thursday, Miss C emailed HLAM about not receiving the pin by special delivery. HLAM has told us it would not send a pin by special delivery in response to an email request as it needed this to be requested by phone. Miss C didn't call again but HLAM relented and sent a pin by special delivery on the following Monday which Miss C received the day after.

Our investigator looked into the complaint and thought, in brief:

- It took around 12 days for Miss C to receive the pin and gain access to her account, which was too long. HLAM was at fault and £100 – which is the amount it had offered Miss C – wasn't enough to reflect the distress she had experienced. So HLAM should pay her £300 instead. This takes into account that HLAM also wrongly told Miss C she

couldn't withdraw cash without the pin and then caused more inconvenience during the cash withdrawal process by only telling her later that a wet signature was required.

Miss C's reply said, in brief summary:

- She has never received the first pin HLAM sent by first class post. HLAM twice told her it had sent a pin by special delivery when it hadn't. Meanwhile she was losing money on her shares as she couldn't access them. When HLAM finally did send the pin by special delivery, she got it the next day.
- HLAM initially told her in the Wednesday call that she couldn't withdraw funds and she'd only been offered a facility to do so after she escalated the issue. She had been told HLAM could pay the funds if she sent an email, which she did, but was told later that she needed a 'wet' signature by which time it was too late to receive the funds that day.
- Not being able to access her account had distressed and upset her a lot. The situation has been detrimental to her health and disruptive for her as well as embarrassing. The cost of addressing this situation's impact on her could be hundreds of pounds with consequential losses of potentially thousands of pounds if her studies are affected.

HLAM's reply said, in brief summary:

- It sent a pin automatically by first class post when the account was locked, so it would be wrong to say it didn't send a pin for 12 days. It can't be responsible for postal delays. It should have sent a pin again by special delivery when Miss C called on the Wednesday - and didn't until the following Monday - but the £100 it offered was fair and reasonable for this. Miss C hadn't asked to withdraw the money before her Wednesday call and her call was received after the 12-noon deadline for processing same-day withdrawal requests. Her withdrawal request was processed the next day and couldn't have been done earlier.

Miss C later indicated she'd be willing to accept our investigator's recommendation. But as HLAM hadn't agreed, the case was referred for a final decision. HLAM later indicated it would accept our investigator's recommendation, but Miss C asked that the complaint be referred to an ombudsman.

As the complaint wasn't resolved informally, it has been passed to me for a final 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 arrived at the same conclusion as our investigator - and for broadly the same reasons.

It's clear Miss C wanted and HLAM undertook to send the pin by special delivery during her call on the Wednesday following her account having been locked. This was overlooked by HLAM after Miss C's call was escalated. HLAM accepts it didn't send it until the week after.

During that same call HLAM did offer to pass Miss C to a withdrawals team, but only after it had told her she couldn't withdraw funds and she in turn had made clear she wasn't willing to accept this answer. The fact Miss C was able to withdraw funds shows HLAM was wrong to say she could not, although I don't overlook HLAM's suggestion that the process it offered Miss C was one used exceptionally and offered at its discretion.

I think HLAM then did make reasonable efforts to assist Miss C with the withdrawal process. It is clear its message that she write her signature in her emailed withdrawal request, did not successfully convey to her that a written or 'wet' signature was needed. But HLAM did call her back when it received her email without that signature, and as a result she sent a new request with the required signature. The withdrawal was then processed, with payment on the following day - and HLAM made no suggestion during the calls that payment could be made more quickly than that.

Our investigator didn't recommend HLAM compensate Miss C for any losses arising from her not being able to trade while she was awaiting the pin. I've seen insufficient evidence of her attempting during that period to carry out any particular trade or trades. I'd mention that the period I'm considering in this respect is the period after Miss C called to request the special delivery of the pin and before she received it. Miss C has also told us she could have traded by phone, although she has explained that trading online allows her to make trades herself and time them as she thinks best – in a way that phone trading doesn't.

I accept what Miss C says about her trading preference but in light of all I've said above I'm not persuaded HLAM's failings were the cause of trading losses or missed profits Miss C may have experienced in the period after she requested the pin. On the other hand, I do think HLAM should compensate Miss C for distress and inconvenience its failings caused. In my view £300 is fair and reasonable compensation for this in the particular circumstances of this case. I would emphasise that although I've not set out everything that has been said in detail above, in reaching my view I've considered all that both parties have said and sent us.

So I uphold Miss C's complaint on the basis and to the extent I've said above.

### **Putting things right**

To compensate Miss C for distress and inconvenience arising from the matters above, Hargreaves Lansdown Asset Management Limited should pay Miss C £300. If it has already paid Miss C any redress for her complaint, it may deduct this redress from my award above.

### **My final decision**

I uphold Miss C's complaint. Hargreaves Lansdown Asset Management Limited should put things right by doing what I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 9 January 2023.

Richard Sheridan  
**Ombudsman**