

## The complaint

Mr V complains that as a result of errors and poor service on the part of BARCLAYS INVESTMENT SOLUTIONS LIMITED ('Barclays') he lost out financially when he was unable to trade online.

To put things right, Mr V wants Barclays to pay him redress to cover investment loss in addition to the financial compensation Barclays has offered for inconvenience resulting from admitted service failings.

## What happened

Mr V held a number of customer records with Barclays, including a Smart Investor account - an online trading platform which Mr V relied on for market information and to place trades.

Barclays has admitted that it got things wrong when it merged accounts, resulting in Mr V losing online access to his Smart Investor account. It said however that Mr V could still have traded using its telephone service so it didn't agree that he'd been prevented from trading. Barclays however acknowledged that it had also delayed dealing with a request Mr V had made in August 2022 for a stock to be certificated and upheld his complaint overall and offered him £300 for distress and inconvenience.

Mr V didn't feel this went far enough to put things right and he brought his complaint to this service.

When our investigator looked into Mr V's complaint, he explained why he wasn't able to uphold all his complaint points. He agreed with Mr V that he'd had to contact Barclays on numerous occasions to chase things up and find out what was happening and he had been without the use of his online facility for an extended period of time. The investigator felt that Barclays' offer to pay £300 compensation was fair overall.

Barclays hasn't objected to anything the investigator said in his view but Mr V disagrees that this amount of compensation is fair and reasonable. He mainly says (I'm briefly summarising here):

- the option of telephone trading wasn't viable for him and is '*simply unfit for purpose*'
- he was unable to manage his account at all, which meant he couldn't access important information he relies on to make trading decisions such as live pricing, performance analyses, asset allocation overviews and profit/loss breakdowns, crucial for tax management. Mr V puts things this way: '*...It is these features which are important to my decision-making and which I value in Barclays' online platform – not the simple ability to place a trade – and they are simply not available in real-time on a telephone conversation. Without these pieces of data, informed investment decisions cannot be made.*'
- it's unfair to expect customers to mitigate their position when Barclays has done nothing to mitigate the impact of breaching his account terms and conditions
- he has produced evidence to show his trading philosophy and shown that he would

have traded but for the fact that he couldn't access his online account

- Barclays should be responsible for investment losses incurred
- £300 for distress and inconvenience is out of step with our published guidance – he feels this doesn't adequately reflect the full extent and impact on him of Barclays' poor service.

So the complaint comes 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.

I've looked at the complaint afresh and having thought about everything I've seen and been told, I've independently reached the same conclusions as our investigator.

It's part of my role to identify the core issues I need to address in order to reach a fair outcome. I've briefly summarised and expressed in my own words what seem to me to be Mr V's main concerns and my focus is on what I think is the key issue here – the impact on Mr V of Barclays' service failings on this occasion and the question of fair redress for what happened. Our rules allow me to do this and this approach simply reflects the informal nature of our service as a free alternative to the courts. We are impartial and we make our decisions based on a balance of probabilities.

The background facts are not in dispute and Barclays has admitted responsibility for locking Mr V out of his Smart Investor account. So I don't need to say more about what happened.

I agree that Mr V was entitled to expect a better level of service from Barclays than he experienced.

But whilst I can appreciate the reasons why Mr V didn't feel the telephone dealing service was right for him, it was nevertheless an available option. Barclays has said it offered a dedicated contact centre that clients could contact if unable to use the online service. This information was explained to Mr V early on and he was reminded about it during subsequent calls. Barclays has also said that in these circumstances, it would have been able to place trades for Mr V over the phone, at online rates to ensure he was not 'out of the market'.

We expect consumers to take reasonable steps themselves to limit the impact of things going wrong. I consider that Barclays took reasonable steps here to make it possible for Mr V to trade, despite not having access to his online account.

I can understand Mr V's frustration that being unable to access his Smart account meant he couldn't see all the information he looked at to inform his trading decisions. But I don't consider it automatically follows that Barclays should be accountable for investment losses. I think it's fair to say Barclays' online platform wasn't the only source of market information available and Mr V could have placed deals over the phone if his priority need was to trade. I can't fairly hold Barclays responsible for the fact that it was more difficult for Mr V to use the phone when he was abroad or that he was put off using Barclays' telephone service if he had to take unpaid leave to do this.

The ombudsman approach to redress takes into account what Mr V could have done differently to mitigate any loss. I find that Barclays offered him a trading option he could have used – so I don't find that Barclays is responsible for investment loss.

In coming to my decision, I've taken into account the information Mr V has provided that demonstrates his investment activity once his online access was restored, but this doesn't affect the outcome. I find that Barclays offered Mr V a reasonable trading option, despite not having access to his online account.

But I've taken into account that it took several months for Barclays to resolve the problem it had caused and it doesn't look to me like Mr V's communications with Barclays were always handled as well as he was entitled to expect. Barclays has admitted there were delays on its part and that it compounded Mr V's poor service experience when it was slow to respond to his complaint.

The industry regulator, the Financial Conduct Authority (FCA), says our service can only look into complaints about regulated activities, and complaint handling isn't a regulated activity. So I can't award redress for this. But we can however consider the customer service Mr V received and I have kept this in mind when thinking about what Barclays needs to do in order to compensate Mr V fairly for what happened.

I can completely understand that what happened was very upsetting and frustrating for Mr V. Guidance on our website is intended to give a general overview of our approach to redress, and whilst it includes some examples, every case is decided on its own particular facts.

I don't doubt that Barclays's poor handling of matters, as described above, caused Mr V distress and inconvenience – but I must also keep in mind that the impact on Mr V could have been offset had he taken the opportunity to resume trading sooner. The £300 offered by Barclays matches the level of award I would make in these circumstances had it not already been proposed.

I appreciate this amount falls a long way short of the amount Mr V feels is appropriate. But it's in line with the level of award this service would make in similar cases and I consider it fairly reflects the extent and impact on Mr V of the delays and shortcomings in the service Barclays provided to him on this occasion.

### **Putting things right**

To put things right for Mr V, Barclays should pay Mr V £300 compensation.

### **My final decision**

I uphold this complaint and direct BARCLAYS INVESTMENT SOLUTIONS LIMITED to take the steps set out above to put things right for Mr V.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr V to accept or reject my decision before 22 February 2024.

Susan Webb  
**Ombudsman**