

The complaint

Mr I is unhappy that Hargreaves Lansdown Asset Management Ltd (HLAM) didn't answer his telephone calls, causing him to incur costs by visiting their office in person that they are unwilling to reimburse.

What happened

Mr I has a self-invested personal pension (SIPP) with HLAM. At the beginning of March 2023, he wanted to arrange an ad-hoc payment from the SIPP. He called HLAM on various occasions between 6 March 2023 and 13 March 2023, but without success. He didn't get to speak to any HLAM operative.

Frustrated with this, and conscious the monthly 'cut-off' date to request any payment was the 17th of each month (so, 17 March 2023 here), on 14 March 2023 Mr I decided to travel to HLAM's office in Bristol in the hope that he could speak with someone to ensure the payment could be made. He met HLAM staff, following which a payment of £7,000 was processed. One particular staff member also called Mr I on 17 March 2023 and agreed a further call would be made on 14 April 2023, to facilitate a payment the following month.

Mr I asked about being reimbursed for the travel expenses he'd incurred totalling £172.80, and on 20 March 2023 HLAM wrote to him to explain this wasn't something they would be able to do.

Mr I wrote to HLAM on 27 March 2023, repeating his request to be reimbursed, explaining he'd spent between 15 and 18 minutes on calls that weren't answered, and so felt he had no alternative but to travel to Bristol to ensure he could drawdown the funds he needed in good time.

Further phone calls between Mr I and HLAM occurred. On one call, on 24 April 2023, a combination of HLAM technical difficulties and a staff member being unable to answer his questions meant he spoke with three separate individuals. The following day, Mr I again wrote to HLAM, expressing his dissatisfaction with their telephone service and the way he had been treated.

HLAM responded and acknowledged their service to him in regard to the 24 April 2023 phone call had fallen below the level HLAM expect to provide. For the inconvenience this caused, HLAM paid Mr I £100 compensation. HLAM also apologised for the general wait times that Mr I had experienced when trying to call them in March 2023 and set out the steps they were taking to increase staffing resource in that area of their business.

Unhappy with this, Mr I brought his complaint to our Service, repeating his unhappiness that HLAM were unwilling to reimburse his expenses. However, one of our Investigators didn't think HLAM needed to do anything further here. She felt it was Mr I's decision to abort the various March 2023 phone calls when he did, rather than continue to wait until they were answered. Further, it was his choice to spend the money and (considerable) time in making a journey to HLAM's Bristol office. She also thought HLAM's offer of £100 compensation was fair in the circumstances.

Mr I was unhappy with our Investigator's conclusion, and so asked for his complaint to be considered afresh by an Ombudsman – so it's been passed to me to consider further and issue a Decision accordingly.

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 acknowledge the strength of Mr I's feeling about this matter but having considered what's happened I won't be asking HLAM to do anything further. I appreciate this will come as a disappointment, so I'll explain why.

Firstly, I appreciate the frustrations Mr I would have experienced whilst waiting for his phone calls to be answered in March 2023. They were such that he terminated the calls on each occasion, rather than continue to wait until they were answered. And I agree – waiting on the phone for a business to answer can be frustrating. That said, I've been provided with call logs from HLAM which confirm four of the five unanswered calls were less than five minutes each, with the other one (13 March 2023) timed at just over 18 minutes.

Whilst I am in no way seeking to imply any criticism towards Mr I, I think it's fair to say that four of those calls were of relatively minor length. HLAM explained they were experiencing high call volumes, possibly unsurprising given it was approaching the end of the tax year, and I don't think these call lengths should be considered as excessive. I also don't think they represent any significant failure in service standards either.

I appreciate the remaining call made on 13 March 2023 was longer and would likely have caused greater frustration than the other, shorter, aborted calls. But that doesn't alter my view here. I don't think either individually, or collectively with the other calls, these were of sufficient length to have resulted in Mr I's decision to travel to Bristol being an unavoidable consequence of his calls not being answered.

HLAM have said they don't offer a 'face to face' service at their Bristol office, and I've seen nothing that would have reasonably led Mr I to believe such a service was available where phone calls weren't being answered. The decision to abort the calls before they were answered was clearly Mr I's, which was of course his choice. But that doesn't mean that HLAM should be made liable for the costs he chose to incur by travelling to Bristol in the hope he could speak with someone at their office – in my opinion that would not be a reasonable outcome here. Accordingly, I won't be asking HLAM to refund his travel costs.

I should add too that HLAM have provided call logs in relation to another mobile phone number that Mr I has since provided details of, but these only contain logs of calls that took place on 14 June 2023 (within the relevant period of this complaint) – and so these can be discounted for the purposes of my Decision.

Distress and Inconvenience

Where we think a business has caused a consumer distress or inconvenience (D&I) by their actions, we can award compensation for that distress. However, our D&I awards are fairly modest in value. They are not designed to punish a business, but rather to put a monetary value on the distress a business' actions have caused. Guidelines setting out our approach to such awards can be found on our website.

In this case, I agree that Mr I has experienced distress, but I don't think five unanswered phone calls averaging just over six minutes each would warrant a D&I payment in isolation. I

think an apology would suffice in this situation, and HLAM have already apologised to Mr I for this. And the inconvenience Mr I experienced by spending the majority of 14 March 2023 travelling to and from Bristol wasn't reasonably caused by HLAM's actions – I think that visit could have reasonably been avoided had Mr I been able to remain on at least one of the phone calls until it was answered.

HLAM have admitted their communications with Mr I in April 2023 fell below an acceptable standard and have paid £100 D&I compensation for that. In all the circumstances here, and conscious of our D&I guidelines, I think this represents a fair compensation payment and so I won't be asking HLAM to pay any further sum to Mr I in this regard.

My final decision

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr I to accept or reject my decision before 11 June 2024.

Mark Evans
Ombudsman