

The complaint

Mr B complains that despite Barclays Bank Plc providing him with a pin and/or passcode to access his smart online investor account and telephone banking facility, he has still not been able to access his account.

Mr B says that because of this he has not been to purchase certain specific shares, and ultimately buy a property.

What happened

One of our investigators considered the complaint and thought it should be upheld. In summary, he said:

- He's only looked into events that occurred after 28 November 2022 – after the final decision from Mr B's previous complaint was issued – and the time taken for Barclays to issue a new passcode following the conclusion of that complaint.
- That said, he won't be commenting on Mr B's previous complaint, which is now closed.
- In the circumstances, Barclays failed to provide the necessary information promptly. However, this hasn't resulted in any financial losses for which Barclays is responsible.
- Based on what Mr B says, it appears that he was unhappy with Barclays 'historically' rather than on this occasion specifically. In any case, Mr B had the option to trade over the phone, which he didn't do.
- It's reasonable to assume that if Mr B had intended to buy specific shares he would've called Barclays to do this, but he didn't despite experiencing issues accessing his online account. Barclays has confirmed that Mr B had the option to do this but didn't.
- Barclays has sent another passcode to help resolve this issue. Despite Mr B wanting Barclays to call him, it not doing so doesn't mean that Barclays has done anything wrong, even if other businesses may have called him. Barclays has its own processes and procedures in place which it is entitled to follow.
- In any case, Mr B had the opportunity to mitigate his position but failed to do so.
- In the circumstances, the £150 compensation offered by Barclays is broadly fair and reasonable. It's in line with the distress and inconvenience caused by the ongoing issues with accessing Mr B's online account.

Mr B disagreed with the investigator's view and asked for an ombudsman decision. There's been much correspondence between him, and the investigator, but in summary he made the following key points:

- Based on the landmark case of 'Re Swatti Supreme Court' an investigation must be carried out properly and fully to avoid adverse consequences.
- He called Barclays numerous times only to be abused and have the phone put down. No pin/passcode could be provided via email.
- He was called but no assistance was given regarding his issues, especially in relation

- to him not being able to logon.
- Without the pin and password, he couldn't logon or sell his shares as he had done previously. So, he tried to mitigate his loss but couldn't.
 - He wasn't given advice that he could sell shares over the phone. He only found this out in May 2024. Barclays should have made this clear, but didn't, and instead led him up the garden path.
 - Barclays has admitted that if he could sell certain of his shares, he would've made a profit. So, he's lost out on that money.
 - In the face of the abuse that he suffered, he couldn't have done more, and Barclays did nothing to mitigate his loss.
 - Barclays sent a pin but no password in March 2023 which Barclays accepts it didn't send in a timely manner.
 - Instead, he was being charged a fee for a service he couldn't utilise, which is a clear breach of contract under the Consumer Rights Act 2015.
 - Barclays accepts that it putting in the wrong data caused the issue, but this hasn't been mentioned. And when he was able to logon he was horrified by the losses in his account. The cash account had also not earned 6.5% interest a year.
 - A solicitors' firm, which said Barclays was its customer, was being dishonest.
 - The issues have caused him anxiety and depression and has led him to spend sleepless nights.

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

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 agree with the investigator's conclusion for much the same reasons. I'm going to uphold this complaint.

In summary, on the face of the evidence and on balance, I don't think Barclays has behaved reasonably with regards to supplying Mr B with the pin and/or passcode – which I understand are two separate things – necessary for accessing his online account, for the reasons I will explain below. That said, I think the £150 compensation offered is fair and reasonable in the circumstances.

The above notwithstanding, in the circumstances, and on balance, I'm not persuaded that Mr B is entitled to the financial losses claimed, because I'm not persuaded that the delays caused a direct financial loss to him.

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 ongoing health difficulties he's facing, I appreciate it must continue to be a difficult time for him.

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, relevant to this specific complaint, 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.

This complaint relates to a very narrow issue, involving a very specific timeframe after the November 2022 final decision was issued. This is primarily why I'm unable to consider many of Mr B's complaint points raised in response to the investigator's view, because they've been addressed previously.

I'm aware of the long and protracted nature and background of the substantive complaint – relating to his overall unhappiness with the smart investor account – that dates back to 2019 (that was upheld, and compensation paid), and subsequently 2022 (that was also upheld, and compensation paid).

The 2022 complaint that I dealt with, that involved issues such as – but not limited to – the following points:

- Financial loss (which I didn't think Mr B was entitled to).
- Breach of contract (which wasn't for me to make a legal determination upon).
- Barclays doing things differently (which it was entitled to do, as long as it treated Mr B fairly).
- Charging for a service despite Mr B having some difficulties accessing his online account (which I thought Barclays was entitled to charge, as it was still providing a service).
- Chasing Mr B and/or calling him because he hadn't accessed his account (which I felt Barclays wasn't required to do as an execution only service).

I note that Mr B also made a separate attempt at reviving the 2022 complaint, on the basis that I hadn't covered all the complaint points despite providing a lengthy final decision after a provisional decision. That matter was dismissed in February 2023, after which a fresh complaint was logged – on a very discrete basis – which is the subject of this complaint.

Whilst this is not the forum to revisit matters that have already been dealt with I will as a matter of fairness consider all of the material points Mr B has made in relation to this complaint.

I remind Mr B that 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. In the circumstances I don't need any more information to make my decision.

I uphold this complaint, in summary, for the following reasons:

- On the face of the evidence, and on balance, I think the time taken to provide Mr B with the necessary and correct information – namely the correct pin and/or passcode – was unreasonable.
- Put differently, I think it would've been reasonable to provide this information – within a reasonable amount of time – without Mr B having to chase Barclays on numerous occasions.
- I note that Barclays says that it offered Mr B what it refers to as 'a bespoke process' that it wouldn't ordinarily offer its customers – as this wasn't its 'standard client identification process' – after it was asked to consider doing so as part of my 2022

final decision.

- I understand that after Barclays received the 'signoff', due to a human error, the passcode wasn't issued within a timely fashion.
- Barclays accepts that it should've been sent on 23 January 2023 but wasn't sent until 21 March 2023. I note Barclays also says that Mr B confirmed on his call with Barclays in April 2023 that he'd chosen not to use it at the time. In any case, this doesn't suggest that Barclays is denying its part in this complaint.
- In the circumstances, and on balance, I think the £150 compensation offered by Barclays is fair and reasonable in the circumstances given the distress and inconvenience caused by this error, which took place over a period of a few months - a reasonably short and defined period.
- I note Mr B appears somewhat unhappy about needing a five-digit code, but that was probably as a result of making things easier for him, so that he wouldn't have to go through the traditional identification process each time. I mention this by way of context, it's not something that I'm considering in this complaint.
- The above notwithstanding, I'm not persuaded that the delay in question resulted in any financial loss for which Barclays is responsible.
- I note Mr B's shares were invested in the market throughout this time, and I've seen no persuasive evidence he tried buying/selling any shares during this 'delay' period, despite having the option to do so, and notwithstanding the issues he had accessing his online account.
- I'm satisfied that Mr B had the option to contact Barclays by telephone as an alternative method, which he's familiar with, in order to provide instructions to purchase shares, which he didn't do. I note Barclays says there's no evidence of him attempting to do this which I accept
- Because Mr B didn't specifically contact Barclays about trading over the phone - other than making generic points about losses which he has done historically - on balance I don't think Barclays (and/or its CEO) has done anything wrong by not (specifically) reminding him (at that point) that he could trade over the phone.
- Despite what Mr B says about not being aware he could do this until May 2024 - which I'm not persuaded is the case - it's arguable that he ought reasonably to have known that he could, given his history with Barclays and complaint points already raised and dealt with.
- Even if he didn't, on balance, I can't blame Barclays for this as he simply made no attempt to do so. Based on what Barclays says, it appears he undertook (as far as April) not to use his passcode to access his online account.
- Put differently, Mr B had an opportunity to trade (or mitigate his position) if he wanted to do so but didn't. From what I understand, he simply didn't call about making trades at all, so it's not something I can blame Barclays for.
- Despite what he says, I can't say that Barclays behaved dishonestly or that it has concealed evidence as claimed by him.
- I note Mr B is unhappy that Barclays didn't call him in relation to this, but in the circumstances, I can't say that Barclays has done anything wrong by not doing so as it wasn't obliged to. I appreciate it's entitled to its own procedures and processes but in this instance, I can't say that it has behaved unreasonably.
- As mentioned above, Mr B had the option to contact the business about his intention to trade throughout the time but didn't do so.
- Despite what Mr B says, I'm not persuaded that Barclays accepts that its actions have directly caused him financial loss, as I don't think what it said is an admission of liability as Mr B suggests. I think it is more likely than not that he's misunderstood what was being said. I think Barclays, in conversation with Mr B or in response to his specific questions, was providing factual information - with the benefit of hindsight - about what might've been the financial position had he sold shares at a specific moment in time.

- If Barclays had accepted liability in the way suggested by Mr B, there'd be no basis for it to refuse to pay compensation for the loss – which it is actively disputing.
- Despite the points Mr B makes about financial loss, and shares that he wanted to purchase, I think he does so with the benefit of hindsight based on information that's available to him now (rather the information available at the time) not based on what he would've actually done then.
- Put differently, I think what Mr B now says he could've done, he says with the benefit of the prices in front of him. But as I've mentioned, there's no persuasive evidence that he tried to do anything at the time.
- Mr B will also be aware that the share prices aren't something Barclays can control or predict as its dependent on the financial markets. Had I been persuaded that the delays directly prevented him from accessing the more favorable prices I might've been persuaded to decide this case differently, but I'm not for the reasons explained above.
- I think many of Mr B's issues stem from his dissatisfaction with the smart investor platform which has been dealt with previously and I've already mentioned I won't be looking into again.

I appreciate Mr B will probably 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.

Putting things right

For the reasons set out above I uphold this complaint. Barclays Bank Plc should pay Mr B £150 compensation for the distress and inconvenience caused.

My final decision

For the reasons set out above I uphold this complaint. Barclays Bank 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 18 September 2024.

Dara Islam
Ombudsman