

### **The complaint**

Mrs C, as Power of Attorney, complains on behalf of the estate of her husband, Mr C, about the service provided by iDealing.com Limited ('iDealing.com').

She's unhappy that following instructions to withdraw £40,000 from their account in October 2022, iDealing.com offered no assistance when an issue relating to payment arose.

### **What happened**

Mr C found that he had £40,000 uninvested in his iDealing.com ISA account and wanted to withdraw this for reinvestment elsewhere. So, he made a request to withdraw this money via iDealing.com's online services.

In response, iDealing.com instructed Barclays Bank Plc ('Barclays') to issue a banker's draft in the amount of £40,000, which was debited from iDealing.com's account.

The banker's draft (dated 12 October 2022) was sent to Mr C by registered post. It was received on 19 October 2022 and deposited at a Royal Bank of Scotland Plc ('RBS') branch by Mr C the same day. Two days later Mr C realised the draft still hadn't cleared so he made enquiries with RBS. In a letter dated 20 October 2022, RBS said the draft had been cancelled as there was no account to draw the funds from at Barclays.

Mrs C told us that after enquiries with RBS, she and Mr C were informed that the account details were missing from the banker's draft, so it was subsequently returned by RBS to Barclays.

On Friday 21 October 2022, Mr C contacted iDealing.com in an email headed 'urgent' telling them what had happened, describing the "cheque" as having 'bounced', and explaining that he was extremely worried about the whereabouts of his funds because RBS had said they couldn't find the account. The same day iDealing.com responded saying the funds for the draft were guaranteed by Barclays, so it was surprised that RBS didn't process it. It also said that any issue Mr C had with processing the banker's draft must be taken up directly with Barclays.

Mr C followed up with a further email to iDealing.com on Monday 24 October 2022 saying that he was told by RBS that the Barclays cheque had no account details on it, apart from the sort code, so it couldn't be processed and would need to be returned to Barclays. He also explained that this issue had caused 'considerable anxiety' since Friday when they first noticed the banker's draft as uncleared. iDealing.com did not respond to this email.

In the absence of a response from iDealing.com Mr C sent further follow up emails dated 25 October 2022 expressing his concern at no response and asking for someone to contact him as soon as possible, and again on Tuesday 26 October 2022 raising a complaint about the continued lack of response, as well as the lack of explanation as to what had happened to his funds. He wanted the funds paid to him immediately, without any further charges. Mr C also said that the delays receiving the funds had caused him 'considerable inconvenience'.

I note Mrs C says that despite Mr C chasing iDealing.com again on 1 November 2022, he still received no response from iDealing.com.

On 16 November 2022, almost a month after the funds were purported to have been sent by iDealing.com to Mr C, Mr C still did not have his £40,000 nor any explanation from either bank as to where the funds were. So, he wrote to iDealing.com again, this time via 'registered post', requesting a full explanation regarding the missing funds and how they could go missing.

On 22 November 2022, iDealing.com finally sent a response to Mr C by email entitled 'Bankers Draft – final response'. In that somewhat unhelpful email, iDealing.com explained that it had no control of the draft clearing process, so it couldn't say if Barclays or RBS had done something wrong. It did not provide any explanation to Mr C as to where his funds were. iDealing.com said it had forwarded the complaint onto Barclays by recorded delivery and provided Mr C with Barclays' contact details.

Mrs C said that she then tried to contact Barclays on 1 December 2022, but she was told that as she wasn't its customer, it couldn't help and that she should speak to iDealing.com.

In the absence of any resolution, and still not knowing where his funds had disappeared to, Mr C referred his complaint to our service. In a response dated 6 March 2023 iDealing.com explained that it wasn't their complaint and that they had forwarded the complaint to Barclays under the complaints forwarding rules outlined in the Dispute Resolution (DISP) Rules at DISP 1.7.1 R of the Financial Conduct Authority's (FCA's) Handbook.

I understand the complaint had purported to have been forwarded to Barclays on 21 November 2022 and was signed for by Barclays the next day. iDealing.com maintained that because it had forwarded the complaint to Barclays, it should now be dealt with by Barclays under DISP 1.7.2R and 1.7.3 G. Effectively, it seemed to have considered it had washed its hands of the problem. In an email dated 14 March 2023, it reiterated its position in the 22 November 2022 response. It said it didn't receive a response from Barclays and didn't expect to.

In the interim, on 2 February 2023 the investigator, as part of his investigation, got in touch with Barclays to see if he could find out what had happened to the banker's draft and why.

On 21 February 2023 Barclays confirmed to our service that iDealing.com was its corporate customer and that the funds were still with it.

As the original banker's draft was no longer available Barclays said it required a signed indemnity form from its customer, iDealing.com, so the funds could be returned to source, and iDealing.com could then arrange an alternative method of payment to Mr C.

In an email to Mrs C dated 28 February 2023, the investigator confirmed that he was still waiting to find out if the funds could be directly returned to Mr C or whether they'd have to be recrated to iDealing.com at the first instance. Despite chasing he still hadn't had any response from iDealing.com.

In an email to our service dated 7 March 2023 Barclays confirmed:

*"A draft would need to be returned for a refund to be made, if the draft is not available then an indemnity form may need to be signed, confirming the draft was lost/destroyed before the funds could be released back to iDealing.com.*

*The Corporate Team are waiting to hear back from iDealing.com and they advised they will contact them again on Wednesday if they have not had an update.*

*I am sorry I am unable to take any further action at the moment and I appreciate Mr & Mrs C (name anonymised) have not received the support from iDealing.com that they needed to resolve this. Whilst the draft is issued by Barclays this is on the instructions of iDealing so they need to complete their process before funds can be released back to them."*

Despite multiple attempts to contact iDealing.com in relation to the indemnity form, both from Mr C and our service, asking for its reasonable assistance and cooperation in signing and returning the relevant form to Barclays, so that Barclays could legitimately return the material funds to iDealing.com – back to where the funds had originated from – it refused to do so or otherwise engage.

I note that in an email to the investigator dated 11 August 2023, Barclays said:

*"In these circumstances, we would expect the corporate client (iDealing) to raise an indemnity to enable the draft to be re-issued. It is disappointing that this has not been completed and I understand this has been extremely frustrating for Mr C.*

*Whilst we have no direct relationship with Mr C, I have asked, given the time this is taking and the difficulty Mr C has faced with iDealing, whether as an exception we can assist in getting the funds returned.*

*If Mr C is willing to complete the indemnity form attached (complete the parts in red) including his signature and you can then send this to me, we will caution the draft and issue a refund to his preferred account. If you can please check again which account he would like the funds to be transferred to and I will arrange for this to be completed.*

*Again I must stress this is not the usual procedure in this situation."*

The issue was therefore eventually resolved, without the assistance of iDealing.com, after intervention from our service which I've commented on below. iDealing.com have since said that because "*Barclays did not ultimately consider the indemnity necessary*" iDealing.com wasn't to blame for this situation. But I think it is important to make clear, Barclays made an exception after months of waiting for iDealing.com to do the right thing and sign the form. It only stepped in because it appeared to understand how very frustrating this all was for Mr C who still had not received his money, some 11 months after iDealing.com purported to have sent it to him.

I note iDealing.com maintains that it isn't responsible for dealing with this complaint because it sent the complaint to Barclays who should have dealt with it. In other words, iDealing.com seems to think that simply by forwarding a complaint to another firm *it* felt was responsible, it had no further responsibilities to its own customer, Mr C. I do not accept this for the reasons set out in my previous jurisdiction decision on this matter.

Mr C said he initially intended to use the funds to invest in a one-year (4%) bond with the Nationwide Building Society ('Nationwide'). But given the length of time that this had been going on, he then opted to transfer his ISA to Hargreaves Lansdown ('HL'). I understand that the deadline had passed for Mr C to claim a £1,000 cash back.

One of our investigators initially considered the complaint and thought it should be upheld on the basis that iDealing.com should've done more at the time to help locate and return the 'missing funds' but it didn't. Our investigator said to put things right now it should sign the indemnity form (this view being issued before the indemnity form had been authorised for

signing by Mr C) – allowing Barclays to release the funds from its holding account – and recredit Mr C's RBS account as soon as possible. iDealing.com should also pay lost interest on the money at a rate of 4%, from 1 January 2023, until the date of settlement and pay Mr C £250 compensation for the distress and inconvenience caused.

iDealing.com disagreed with the investigator's view. It argued, through its representative (a firm of solicitors), that we didn't have jurisdiction to consider the merits of this complaint. It argued that the draft, issued by Barclays had the sole purpose of honouring the payment – therefore, it was correct to forward the complaint to Barclays.

Mr C also disagreed with the investigator's view. He didn't think the compensation was enough, he thought it was unfair he was charged £25 for a draft that wasn't fit for purpose and he thought he should be compensated for the £1,000 cash back that he lost out on – with HL – as a result of the continued delays.

Since the responses, the £40,000 payment was made by Barclays to Mr C's account on 8 September 2023. I note that despite repeated efforts by our investigator to ask iDealing.com to sign the indemnity to help Mr C get his money back, it never did provide a signed indemnity in the end, but thankfully Barclays made an exception on this occasion due to iDealing.com's lack of cooperation by getting Mr C to sign the indemnity waiver, which he did.

The investigator went on to deal with jurisdiction as well as draft a merits view, upholding the complaint and recommending redress. In the absence of a merit's response from iDealing.com he addressed Mr C's points. Having done so, the investigator was satisfied that the level of compensation was fair and reasonable and in line with what our service would award. The investigator also thought it was fair for iDealing.com to charge for issuing the draft, because the wrongdoing from iDealing.com came later on.

The investigator also explained that despite what Mr C said about the £1,000 cash back (that he purportedly missed out on with HL), he still had other money that he could've used to transfer to invest in HL (at that point), so as to not miss out on this promotional payment. Mr C said he assumed that without the rest of the money he'd jeopardise his complaint, but that was only an assumption he made and wasn't as a result of anything said or done by iDealing.com.

So, to put things right, he said iDealing.com should pay the lost interest on the £40,000, at a rate of 4% (which is the Nationwide fixed rate bond rate that Mr C said he wanted to invest in at the beginning) from 1 January 2023 to 8 September 2023. It should also pay Mr C £250 compensation for the distress and inconvenience caused.

I understand that Mr C sadly passed away in November 2023, after the latest view was issued. The complaint was temporarily closed but once the relevant paperwork had been sorted, the complaint on behalf of the estate of Mr C was resumed.

I have since issued a jurisdiction decision (dated 24 April 2024) making clear that this is, in my view, a complaint from the estate of Mr C against iDealing.com that we can consider. In other words, I'm satisfied that Mr C was an eligible complainant when he initially brought the complaint against iDealing.com before he sadly passed away. Mrs C, on behalf of his estate, is therefore eligible to pursue this complaint. The complaint also satisfies the other criteria necessary for us to have jurisdiction.

In the absence of any response from the parties, I went on to consider a provisional merits decision. On 7 June 2024, I issued a provisional decision, a copy of which is stated below and forms part of my final decision. In that decision I said:

*"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, subject to any further submissions, provisionally I'm going to uphold this complaint.*

*On the face of the evidence, and on balance, despite what iDealing.com says, I'm not persuaded that it behaved reasonably in the process of carrying out Mr C's instructions.*

*In the circumstances, and on balance, I think its responsible for the 4% interest that Mr C could've earned had he received his money sooner. However, I don't think it is responsible for the £1,000 incentive that Mr C said he missed out on because he had enough money to invest in HL.*

*The above notwithstanding, the estate of Mr C isn't entitled to any compensation for distress and inconvenience. Therefore, I can't say that it's entitled to the £250 compensation that the investigator initially recommended should be paid to Mr C.*

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

- *I agree with the investigator's conclusion that iDealing.com could've (and should've) done more to assist Mr C when issues arose following his instructions to withdraw £40,000 so that he could invest the money elsewhere. Instead, it offered very little assistance.*
- *I'm satisfied that Mr C was iDealing.com's customer, and that he didn't have a business relationship with Barclays. I note that Barclays only issued the draft as a result of instructions from iDealing.com, therefore it's fair to say that Mr C only needed to liaise with iDealing.com and not a third-party business.*
- *In the circumstances I'm satisfied that it wasn't reasonable for iDealing.com not to assist Mr C with any issues relating to his transfer instructions and instead pass on a subsequent complaint to Barclays.*
- *Based on what Mr C says – in terms of his reasons for withdrawing the funds and his subsequent actions with the draft – I'm satisfied it's more likely than not that he would've invested in the Nationwide (one year 4% fixed rate bond) if he'd got his money sooner. Therefore, I think any redress based on this is fair and reasonable.*
- *I'm aware that Mr C, as a result of the delays, subsequently changed his mind and opted to move his money to HL. However, I still think the investigator's recommendation to offer redress based on what he would've done if he'd received the money sooner (in January 2023) compared to when it was received (in September 2023) at a rate of 4%, is broadly fair and reasonable. More specifically, I think iDealing.com should use Monday 2 January 2023 and Friday 29 September as the relevant dates to calculate redress.*
- *The above notwithstanding, the estate of Mr C isn't entitled to any payment for distress and inconvenience because Mr C's sadly no longer with us. So, in the circumstances I can't ask iDealing.com to pay the estate of Mr C £250 in his place, even though I don't doubt Mr C would've suffered distress and inconvenience dealing with this complaint.*
- *A deceased's estate, like a representative, isn't entitled to any payment for distress and inconvenience, therefore there's nothing more I can do in this respect.*
- *In the circumstances, I think this is a fair and reasonable way forward, especially for Mr C's widow who I've no doubt would very much like to move on with her life."*

In a letter dated 7 June 2024 iDealing.com responded to my jurisdiction decision through its solicitors highlighting its objections. In summary, it maintained that the complaint concerned a defective banker's draft and had nothing to do with iDealing.com.

It also said that because iDealing.com forwarded the complaint under DISP 1.7.1 "*only Barclays can be considered the respondent for the purposes of DISP*". It also said that in light of DISP 1.7 the complaint should've been treated by "*all actors...including FOS*" as if the complaint had been made directly to Barclays and that FOS couldn't validate or invalidate a complaint forwarding.

In the meantime, I'd given the parties an opportunity to respond to my provisional merits decision and provide any further submissions they wished me to consider before I considered my final decision, if it was appropriate to do so.

iDealing.com responded through its solicitors (in a letter dated 17 July 2024) to say it didn't agree with my provisional decision. In summary it said:

- Mr C's complaint was correctly treated as received by iDealing.com on 26 October 2022.
- The complaint is in respect of the banker's draft issued to Mr C by Barclays. It is not accepted that the complaint relates to iDealing.com.
- If, in the alternative, it is accepted that the complaint relates to iDealing.com, Mr C's dissatisfaction can only be in respect of the actions of iDealing.com between when he contacted it on Friday 21 October 2022, and Wednesday 26 October 2022, prior to the date of his complaint.
- Any action/inaction after 26 October 2022 is not relevant to the consideration of the merits of Mr C's complaint as the complaint can't relate to anything which occurred after the date on which the complaint is made.
- Although it hasn't seen any correspondence from Barclays, it seems the banker's draft was defective - as such only Barclays was in a position to resolve the issues.
- There was nothing more that iDealing.com could have done between 21 October 2022 and 26 October 2022 – three working days.
- It took the only appropriate action that was available to it and likely to assist Mr C and correctly forwarded the complaint to Barclays for resolution.
- To the extent that the complaint relates to iDealing.com (which is not accepted) it's entirely without merit.
- The provisional decision is silent as to the actions taken by Barclays on receipt of the complaint.
- Only Barclays could fix the problem, and it did, some months after being made aware of the defective banker's draft.
- The fact that only an issuing bank can resolve issues with a banker's draft is recognised on the Financial Ombudsman Service website. It can't be right that iDealing.com be held liable for failures by Barclays to resolve the issue at the earliest opportunity.
- If I'm not persuaded to change my mind, it will issue a further legal challenge.

Mrs C responded to my provisional decision but had no further points to add.

On 12 August 2024, I issued my latest provisional decision, in which I was persuaded to amend my decision, a copy of which is stated below and forms part of my final decision. In that decision I said:

*"Jurisdiction*

*I've considered all the available evidence and arguments provided by both parties to decide whether this complaint – originally by Mr C, and now by Mrs C, on behalf of his estate relating to service provided by iDealing.com – is one this service can consider.*

*Having done so, I still think this complaint is in jurisdiction for reasons I set out in my jurisdiction decision and below.*

*I still think that this is a complaint from the estate of Mr C against iDealing.com that we can consider. In other words, I'm satisfied that Mr C was an eligible complainant when he initially brought the complainant against iDealing.com before he sadly passed away. Mrs C, on behalf of his estate, is therefore eligible to pursue this complaint. The complaint also satisfies the other criteria necessary for us to have jurisdiction.*

*Despite what the solicitors say, the purpose of DISP 1.7 is to allow a respondent business to efficiently forward a consumer's complaint – within the time limits – rather than asking the consumer to go back to a different business (which might be solely or jointly responsible) and start the process all over again.*

*The rules don't mean that this absolves the first business of its liability in respect of the complaint or that our service can't consider a complaint against the original business against which the complaint was first made. It's not for the business to decide who is at fault (and/or pass on liability) that's a matter for the ombudsman service to decide and what I have done below.*

#### *Merits (Provisional)*

*I've also 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 solicitors' response to my provisional decision, I'm minded to still uphold this complaint.*

*The substantive complaint appears to be twofold. The first part relates to the defective banker's draft, the money not being deposited and then going missing - which I don't think is anything to do with iDealing.com. The second part is that upon realising this iDealing.com refused to help, despite Mr C being its customer and having no relationship with Barclays. It's the latter that I think iDealing.com has to deal with and hasn't done so, unreasonably delaying Mr C getting his money back.*

*Put in a different way, I'm still not persuaded that iDealing.com behaved reasonably, in the course of carrying out Mr C's instructions to withdraw funds – in the relevant period between 21 October 2022 (when he first noticed an issue with the banker's draft) and 8 September 2023 (when the money was eventually paid back).*

*On the face of the evidence, and on balance, I'm satisfied that:*

- *iDealing.com behaved in such a way that this complaint should be upheld.*
- *Its actions directly caused Mr C financial loss.*
- *The estate of Mr C is entitled to compensation for the distress and inconvenience caused to him.*

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

- *I understand that following Mr C's instructions to withdraw the relevant funds from his*

*iDealing.com account, a banker's draft (dated 12 October 2022) was issued by Barclays after debiting the funds from iDealing.com.*

- *I note that iDealing.com thereafter was unaware of any issues with the withdrawal/banker's draft until Mr C first contacted it to explain what had happened. I note it responded to him the very same day, notifying him amongst other points, that any issues processing the banker's draft must be taken up directly with the bank as it has no part to play in the UK bank clearing process.*
- *Whilst I note iDealing.com made clear that Mr C may wish to take up the issue with Barclays (and/or RBS) – because the matter was outside of its control – I still think iDealing.com was the conduit between Mr C and Barclays - with whom he had no customer relationship.*
- *I'm not suggesting that iDealing.com had a part to play in the UK bank clearing process, which I don't believe it did, however I don't think it was reasonable that it washed its hands of Mr C from this point onwards – effectively refusing to assist him in any way to get his money back.*
- *I'm aware that iDealing.com refused to respond to Mr C's follow up emails, which is why on 26 October 2022 he raised a complaint about the lack of response and explanation from it. I note that on 16 November 2022, Mr C wrote to iDealing.com again requesting a full explanation regarding what he perceived as the 'missing funds'.*
- *In the circumstances, I think iDealing.com could've done more to assist, engage and manage Mr C's expectations. It also could've contacted Barclays on his behalf, with whom it had a business relationship, to move things along.*
- *On balance, I'm satisfied that iDealing.com's conduct would've caused Mr C distress and inconvenience in the way that he described in his complaint to iDealing.com at the very outset, including his fear of loss.*
- *I note that iDealing.com referred Mr C's complaint to Barclays on 21 November 2022 – roughly a month after his complaint to iDealing.com. The very next day, on 22 November 2022, in an email entitled 'Bankers Draft – final response', which didn't meet the requirements of a final response letter under DISP requirements, iDealing.com explained that it had no control of the banker's draft clearing process. It also explained that it had forwarded his complaint to Barclays which I understand it felt was the correct thing to do.*
- *I note that in the absence of a resolution, Mr C eventually referred the complaint to our service on 29 December 2023.*
- *Whilst I accept that this complaint has arisen out of an issue with the banker's draft – issued by Barclays in response to iDealing.com's instructions on behalf of Mr C – which meant that he couldn't deposit his money as intended, and the money was then temporarily 'lost' in the system, in my opinion this didn't justify iDealing.com not offering any further assistance. In other words, I think iDealing.com was unreasonable not to do so.*
- *I've seen no persuasive evidence which would suggest that iDealing.com was responsible for a defective banker's draft, and/or the money going missing. However, Mr C was its customer, and he was clearly seeking its assistance, and it was the conduit between him and Barclays.*
- *In the circumstances, I don't agree with iDealing.com that this complaint only relates to the period between Friday 21 October 2022 (when the issue was raised with iDealing.com) and Wednesday 26 October 2022 (when Mr C first complained to iDealing.com), or that any action/inaction on its part after 26 October 2022 is irrelevant to the merits of this complaint.*
- *In light of what I've said above, I think the correct period for the purposes of this decision is between 21 October 2022 – when the issue regarding the banker's draft was first raised by Mr C with iDealing.com – and 8 September 2023, when he finally received his money back. I'm mindful that until this time his issue regarding his*

*money remained unresolved.*

- *So, despite what the solicitors say, in my opinion the issues in this complaint go well beyond the three working days the solicitors refer to.*
- *Including the issues that took place after the complaint was referred to us when iDealing.com continued to refuse to engage with Mr C or offer assistance – which is principally borne out of the same conduct – based on its belief that it didn't need to do anything other than refer the complaint to Barclays which I don't think was reasonable in the circumstances.*
- *Including, refusing to engage with Mr C and/or assist him with chasing Barclays – including the indemnity form which iDealing refused to sign in February 2023 (should read August 2023). In the circumstances and on balance, I'm satisfied that its assistance – more likely than not – would've helped with Mr C receiving his money sooner, more likely than not in January 2023.*
- *As set out in the provisional decision, in the circumstances I still think the investigator's recommendation to offer redress based on what he would've done if he'd received the money sooner (in January 2023) compared to when it was received (in September 2023) at a rate of 4%, is broadly fair and reasonable. More specifically, I still think iDealing.com should use Monday 2 January 2023 and Friday 29 September as the relevant dates to calculate redress.*
- *Despite my previous comments, Mr C's estate is entitled to a compensation payment for the distress and inconvenience that Mr C experienced when he was alive and dealing with the complaint.*
- *I acknowledge that whilst 'customer service' isn't of itself something that our service would consider a complaint about in isolation, in this instance iDealing.com's actions – from when the banker's draft failed – are ancillary to a regulated activity. In this instance safeguarding and administering of investments.*
- *In conclusion, in the circumstances and on balance, I'm satisfied that iDealing.com's actions in the relevant time period – between the banker's draft not going through and the money eventually being paid back to Mr C – has delayed matters and has directly led to a loss and material inconvenience to Mr C for which iDealing.com is responsible.*
- *The complaint against iDealing.com relates only to its own conduct and not the conduct of Barclays. So, the complaint – by Mr C against iDealing.com – isn't a valid forum to consider the actions of Barclays and make a determination as to whether or not it has done anything wrong, which is why I've not done this."*

I gave the parties an opportunity to respond to my latest provisional decision and provide any further submissions they wished me to consider before I considered my final decision if it was appropriate to do so.

Mrs C responded, in an email to the investigator dated 18 August 2024 she said: "Thank you, and nothing further to add to the provisional decision".

The solicitor also responded, in an email dated 20 August 2024, it said: "We have nothing to add to what has already been said."

## **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, in light of no new material submissions from either party in response to my latest provisional decision, my decision to uphold this complaint remains the same, principally for the same reasons as set out in my latest provisional decision.

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

I still think we have jurisdiction to consider this complaint. I also don't think that iDealing.com behaved reasonably, in the course of carrying out Mr C's instructions to withdraw funds – in the relevant period between 21 October 2022 (when he first noticed an issue with the banker's draft) and 8 September 2023 (when the money was eventually paid back).

On the face of the evidence, and on balance, I'm satisfied that:

- Mr C was a customer of iDealing.com, which instructed its bank, Barclays, to issue the banker's draft, so that Mr C could have his money. However, it seems the money couldn't be paid into Mr C's RBS account because the banker's draft was missing some details.
- As a result of this, Mr C contacted iDealing.com for assistance, but it refused to help on the basis that he should contact Barclays, because Barclays issued the banker's draft.
- Although money belonging to Mr C was taken from iDealing.com and transferred to Barclays – through the banker's draft – Mr C still had no relationship with Barclays. Which is why he sought the assistance of iDealing.com at the outset (because he was their customer) and yet iDealing.com unreasonably refused to help him, despite having its own corporate banking relationship with Barclays.
- In the circumstances, iDealing.com behaved in such a way that this complaint should be upheld.
- Its actions directly caused Mr C financial loss.
- Mr C is entitled to compensation (to be paid to his estate) for distress and inconvenience caused when he was alive.

### **Putting things right**

To put things right, iDealing.com Limited should do the following:

- Pay the estate of Mr C £250 compensation for the distress Mr C suffered whilst he was alive, if it hasn't done so already.
- Pay the estate of Mr C the lost interest on the £40,000 at a rate of 4% between 2 January 2023 and 29 September 2023.

### **My final decision**

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

iDealing.com Limited should pay the estate of Mr C the redress set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask the estate of Mr C to accept or reject my decision before 13 November 2024.

Dara Islam

## **Ombudsman**