

The complaint

Mr G complains that Barclays Bank Plc ('Barclays') unreasonably delayed the transfer of his ISA.

What happened

Mr G requested to transfer his stocks and shares ISA to Barclays from a different business which I'll refer to as 'the third party'.

On 23 May 2023 Mr G submitted a transfer request. Barclays found the transfer authority wasn't signed by Mr G. Between 31 May and 10 July 2023 Barclays requested and chased a signed transfer authority from Mr G.

On 12 June 2023 Barclays received the signed transfer authority and sent it to the third party. It subsequently chased the third party by email for a transfer value.

Mr G sought an updated in July 2023. He asked Barclays to phone the third party if it wasn't responding to emails.

On 18 July 2023 Barclays recorded details of the assets to be transferred and noted that some of them were in a class that couldn't be held by Barclays and some were suspended from trading.

On 21 July 2023 Mr G complained to Barclays about the delay. In August 2023 he contacted Barclays and found out the delay was caused by Barclays requiring the third party to convert some of his assets into a different class.

In September 2023 Barclays asked Mr G to sign a further instruction but subsequently treated the instruction as a continuation of Mr G's original transfer request.

On 5 and 9 October 2023 Barclays recorded details of the assets to be transferred. But on 9 October 2023 the third party emailed Barclays saying it couldn't facilitate partial transfers so the transfer couldn't proceed if Barclays couldn't hold the suspended fund. On 17 October 2023 Barclays chased the third party about converting some of Mr G's assets to a different class and/or accepting a partial transfer to allow the transfer to take place. And that day the third party said it would facilitate a partial transfer which would exclude the suspended fund. The third party wrote to Mr G on 19 October 2023 saying it had agreed to make a partial transfer so it could transfer to Barclays everything except the suspended fund, and it had begun converting some of his assets to classes that Barclays could hold so that those assets could be included in the transfer. It said that as part of the agreement the third party would retain some of Mr G's cash in its account to cover any fees until the suspended fund was no longer suspended.

On 25 October 2023 the third party told Barclays it had begun converting Mr G's holdings and expected that to take eight to ten working days.

On 8 November 2023 the third party confirmed the conversion was complete and provided a valuation. Barclays recorded sending its acceptance of the valuation that day.

On 27 November 2023 the third party wrote to Barclays saying it didn't accept partial transfers and had no record of a partial transfer being agreed.

On 4 December 2023 the transfer of standard assets was complete. On 29 December 2023 the remaining assets were transferred.

Mr G complained to Barclays. Barclays didn't think it was the sole cause of the delays transferring Mr G's stock, but it did think it had fallen short in its customer service to him. In summary Barclays said the following:

- Barclays agreed there'd been a delay in transferring Mr G's stock, but it didn't agree it was solely responsible.
- Barclays agreed it hadn't provided the level of service Mr G should expect and so Barclays upheld the customer service aspect of Mr G's complaint.
- Where standard assets such as equities or cash are involved, transfers of investment ISAs should take about 30 days. But transferring complex investments such as unit trusts or funds will take longer. And in Mr G's case other issues also impacted on the time taken.
- The third party didn't agree to a partial transfer, but Barclays couldn't hold some of the assets so it had to consider other options. After it was agreed the funds could be converted to a share class that Barclays could hold, it took time for both brokers to calculate and agree the relevant ratios and share classes for conversion.
- One of the assets Mr G wanted to transfer was suspended. This took time to be resolved.
- Barclays accepted it had taken a long time to deal with Mr G's complaint.
- Barclays didn't keep Mr G appropriately updated and so put the onus onto him to chase up. Barclays also didn't take proper ownership of the issue which meant Mr G had to make additional phone calls and repeat his concerns.
- Barclays acknowledged feedback from Mr G about its processes.
- Barclays offered Mr G £300 for distress, inconvenience and delays.

Mr G wasn't satisfied with the response from Barclays. In summary he said the following:

- His investments weren't complex.
- The initial delay wasn't related to the refusal to accept a partial transfer. The question of a partial transfer arose later after Mr G kept being told there were certain funds Barclays couldn't hold. It was subsequently shown to be incorrect that Barclays couldn't hold certain funds, and Mr G eventually suggested Barclays contact the third party to arrange a transfer of the remaining funds while this problem was being sorted out. Mr G also suggested Barclays call the third party instead of emailing.
- Mr G had had to make many phone calls which took substantial amounts of time and he had to explain himself repeatedly. Barclays failed to coordinate or take ownership

of the issue and rarely called him. The service didn't improve its service after he complained, and Barclays failed to handle his complaint promptly.

- It was as a result of eventual contact from Mr G that the third party decided to convert his assets to the versions required by Barclays, and the third party also then decided to make a partial transfer.
- The offer of £300 from Barclays didn't reflect the amount of time Mr G had to spend, the fact the issue could've been resolved earlier if Barclays had've told Mr G what the problem was, the stress Mr G had suffered which had required medication, or the financial loss Mr G had suffered by being unable to contribute to or manage his investments during the delay.

Barclays gave Mr G a further response. In summary it said it didn't agree Barclays was responsible for the delays Mr G encountered and it didn't see why he was unable to manage his investments as he saw fit. In making its offer of compensation Barclays said it had considered the time and effort involved and the impact of the events on Mr G.

Mr G still wasn't satisfied. So he referred his complaint to this service. Amongst other things he said it wasn't correct that initial delays were due to the third party refusing to make a partial transfer. He said it was only after he suggested it that Barclays asked the third party to make a partial transfer. And he said it was the third party that resolved the issue of the suspended funds because it agreed to pay a cash equivalent into Mr G's account after he suggested it. Mr G said the transfer could've been done more quickly if Barclays had given him more information during the process because he could've acted sooner to resolve things. Mr G also said he had a health condition at the time which had compounded the impact on him, and he missed out on investment growth he could've received if the delay hadn't prevented him adding funds to and trading in his account.

One of our Investigators looked into Mr G's complaint. She thought the offer from Barclays was enough to put things right. In summary she said the following:

- Government guidance said a reasonable time for an in-specie transfer of a stocks and shares ISA was 30 days. But this transfer involved a suspended fund which made it more complex than the average transfer.
- The third party refused for some time to accept a partial transfer, but Barclays was prepared to go ahead.
- Some of Mr G's holdings were in a share class that Barclays didn't accept. Barclays had to agree with the third party how this would be resolved.
- From October 2023 Barclays had largely done its part in the transfer and couldn't be responsible for any delay after that.
- Barclays took too long to reply to Mr G's complaint, but he was able to refer the complaint to this service after eight weeks had passed from the date of his complaint.
- The investigator understood that the phone calls and emails Mr G had with Barclays must've been stressful while the delays were going on.
- Barclays accepted some responsibility and offered Mr G £300 for distress and inconvenience. That was reasonable. So the investigator didn't think Barclays needed to do anything more.

Mr G didn't agree with the investigator's view. In summary he said Barclays was responsible for the delays and he'd lost out because while the delay was ongoing he couldn't make any trades. He emphasised the aggravation Barclays had caused him and said the main thing was he couldn't get information from Barclays about the hold-up. So he'd been unable for some time to help resolve the issues.

Because no agreement could be reached, the complaint was passed to me to review afresh and make a 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'm not persuaded that failings by Barclays caused substantial delays. I've found that Barclays did communicate poorly with Mr G during the transfer. But the offer of £300 compensation from Barclays was a reasonable gesture to put things right. I'll explain why.

The purpose of this decision is to set out my findings on what's fair and reasonable, and explain my reasons for reaching those findings, not to offer a point-by-point response to every submission made by the parties to the complaint. And so, while I've considered all the submissions by both parties, I've focussed here on the points I believe to be key to my decision on what's fair and reasonable in the circumstances.

In general terms, I don't think it's necessarily unfair or unreasonable that Mr G's transfer took longer than the time that's generally considered typical for an ISA transfer. It's clear government guidance about transfer times envisages that on some occasions transfers will take longer than 30 days. In Mr G's case his assets included securities that were suspended from trading and also securities that weren't included amongst those Barclays would accept. Although Mr G doesn't view his investments as complex, it's not understandable that these factors necessitated extra time and attention from the parties involved in the transfer.

Having said that, I'd still expect Barclays to have worked promptly and proactively to complete the transfer. The issues around Mr G's assets didn't mean that a delay of any length would be reasonable. I've looked at the evidence of what happened during Mr G's transfer. I can see some periods in which, on the face of it, little progress appears to have been made – in particular from July to September 2023. But I'm not persuaded that failings by Barclays were the cause of substantial delay.

After first receiving incomplete paperwork, Barclays received the signed transfer request in June 2023 and took appropriate action by contacting the third party promptly to arrange things. It also chased the third party while it awaited information about the assets which were held by the third party and which Mr G wanted to transfer to his Barclays ISA. In July 2023 Barclays received information from the third party and noted that it couldn't accept some of the assets in their current class, and that one of the funds Mr G was invested in was suspended from trading. Mr G said he found out in August 2023 that Barclays required the third party to convert some of his assets to a different share class if they were to be included in the transfer. The nature of Mr G's holdings complicated the transfer and required Barclays and the third party to consider how or whether the transfer could go ahead. So, as I've said, the transfer wasn't straightforward.

In October 2023 Barclays and the third party agreed to make a partial transfer and also to convert assets to a different class where necessary for Barclays to receive them. Although it

took until December 2023 for the assets to be finally moved, I'm not persuaded that was due to any fault by Barclays.

Barclays wasn't obligated to accept whatever assets Mr G wanted to transfer to its platform. And when Barclays told the third party it couldn't accept some of the assets in their current form, I don't think that was a failing by Barclays that means it should compensate Mr G for any resulting delay. The third party at first refused and then agreed to convert some of Mr G's assets to a different class and to exclude the suspended asset from the transfer. I don't have a reasonable basis on which to hold Barclays responsible for the fact the third party didn't agree earlier to do that. Mr G's emails to Barclays indicate that Barclays had been communicating with the third party about ways the assets could be transferred.

Nevertheless Barclays needed to communicate appropriately with Mr G about his requested transfer. I think it should've told him what was happening if it thought that either it couldn't accept the transfer or there was likely to be a significant delay in carrying out the transfer. Barclays has acknowledged it didn't keep him appropriately updated, including in response to his complaint. That meant Mr G was put to the trouble of proactively seeking information. And that was particularly time-consuming because Barclays didn't have coordinated information readily available for him when he made contact. This caused Mr G very understandable distress and inconvenience. For instance he made a number of lengthy phone calls which could've been avoided or could've been less onerous if Barclays had communicated more effectively with him. I also think he would've found the situation very worrying when he struggled to get information from Barclays about what was happening.

I'm not persuaded Mr G's transfer would've been completed substantially sooner if Barclays had given him more information about what was happening. Barclays received information about his holdings from the third party in July 2023. And Mr G said he found out in August 2023 that Barclays couldn't accept some of the holdings in their current form. Despite him having that knowledge at that time, the transfer wasn't finalised until December 2023. So, on balance, I can't reasonably say the delays were caused by Barclays not telling Mr G what the problem was. But, as I've said, the poor service Barclays gave Mr G meant he was put to trouble and upset by having to actively pursue information.

I haven't found that Barclays caused Mr G a financial loss. Though Mr G has said he felt unable to invest or trade while the transfer was taking place, I haven't found that was due to any fault on the part of Barclays.

For the distress and inconvenience it caused Mr G I'm satisfied the offer of £300 from Barclays was fair and reasonable. It's in line with the amounts this service typically awards in cases with the kind of impact Mr G experienced.

I don't say that Barclays couldn't have done things to speed up Mr G's ISA transfer at certain points. But having looked at the overall course of events, I don't think the transfer would've happened much more quickly if Barclays had acted differently. The main bulk of the delay Mr G experienced was a result of circumstances that weren't failings on the part of Barclays. And I don't think Barclays contributed to delays to an extent that would warrant an increase in the compensation Barclays has offered Mr G. So, again, I'm satisfied £300 is a fair and reasonable amount.

Because I don't think Barclays has yet paid the £300 compensation to Mr G, I'm upholding the complaint and making an award which requires the compensation to be paid.

Putting things right

To put things right Barclays Bank Plc must, if it hasn't already done so, pay Mr G £300 for the distress and inconvenience its poor service caused him during his ISA transfer.

My final decision

For the reasons I've set out above, my final decision is that I uphold the complaint. Barclays Bank Plc must pay Mr G the amount set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 4 June 2025.

Lucinda Puls
Ombudsman