

The complaint

Mrs S complains that Halifax Share Dealing Limited ('HSDL') gave her misleading reassurance when she asked about transferring shares from her ShareBuilder account to her Share Dealing account.

What happened

Mrs S contacted HSDL on 17 March 2025 to discuss transferring her Glencore PLC shares between her investment accounts with them.

During that call, she asked whether the original book cost of her shares would be retained following the transfer; she explained this was important because she intended to trade the following day.

Following the transfer, HSDL's system displayed a book cost for Mrs S's Glencore PLC shares that didn't reflect her historic purchase cost. That incorrect book cost fed into the platform's profit and loss calculation.

As a result, when Mrs S checked the valuation screen on 18 March 2025, it showed she was in profit by £13.85 on her 508 Glencore PLC shares. Mrs S sold those shares on the same day and the trade confirmation showed net sale proceeds of £1,634.97.

However, Mrs S's actual historic cost for the shares was £1,995.19, meaning the sale crystallised a loss of £358.41.

Shortly afterwards, Mrs S decided to formally complain to HSDL. In summary, she said that she was unhappy she'd been given incorrect information. In particular, she felt that she had been told that the original book cost would carry over. That did not happen. Relying on what she was told and on the information displayed on her account after the transfer, Mrs S sold 508 Glencore PLC shares on 18 March 2025. She says that had she known this, she would not have sold those shares and would instead have chosen a different holding to meet her tax-planning objective.

After reviewing Mrs S's complaint, HSDL said in summary that they accepted incorrect information was given about the transfer of the book cost. However, HSDL said that their valuation screens are indicative only, contain disclaimers and that Mrs S should have relied solely on her trade confirmations when deciding whether to sell. However, HSDL offered Mrs S £50 to say apologise.

Mrs S was unhappy with HSDL's response, so she referred her complaint to this service. The complaint was then considered by one of our Investigators. He concluded that HSDL hadn't treated Mrs S fairly. He also said, in summary:

- Given the reassurance she had received and the way information was presented on HSDL's own trading platform, it was reasonable for her to rely on it.

- Had the correct book cost been shown, Mrs S would've seen she was selling at a loss and wouldn't have sold her shares at the time. As a result, she suffered a financial loss she wouldn't otherwise have incurred.
- Although the issue arose following a transfer of shares, the detriment Mrs S suffered wasn't the loss of shares themselves, but a crystallised financial loss caused by selling on reliance of misleading information.
- HSDL should have provided clear and accurate information when Mrs S asked about transferring her holdings, particularly given the significance of book cost in understanding investment performance.
- Where incorrect reassurance was given, HSDL should reasonably have anticipated that Mrs S might rely on that information when reviewing her account and making a trading decision.
- While he had considered HSDL's point that valuation screens are indicative and contain disclaimers, this complaint isn't about whether those screens are "official"; it's about HSDL giving specific reassurance about how book cost would be reflected following an internal transfer, and that reassurance proving to be wrong.
- Once it became clear that the transfer had not preserved the original book cost, HSDL should have ensured Mrs S was not disadvantaged by a transaction she would not otherwise have entered into.
- This is consistent with FCA Principles 6 and 7, which require firms to pay due regard to customers' interests and to communicate information in a way that is clear, fair and not misleading.

HSDL, however, disagreed with our Investigator's findings. In summary, they said:

- Their customers are clearly instructed not to rely on the guide information on their valuation screen in making any investment decisions. The data on that screen is not official in any capacity and cannot be used for any taxation calculations.
- It is the customer's responsibility to understand their own investment position based on their Trade Confirmations only and HMRC will accept only Trade Confirmations in this regard.
- The 'book cost' figure is not to be used in any official capacity, HMRC will not recognise it and a customer can therefore request any amount be inserted into that field as is their preference.
- The fact that the Investigator is insisting a customer can ignore their clear instruction not to rely on that information, is not acceptable. In addition, the fact that any relevance is being placed on the 'book cost' figure is also not acceptable and the insistence that the customer be placed in a false market position is also not acceptable to them.
- The Investigator had stated that HSDL gave a specific assurance that the 'book cost' figure would be transferred, but this was not the case.
- They didn't agree that Mrs S was entirely clear in her query and she does not mention the term 'book cost'.
- The focus is on the 'history' of the investment which HSDL's agent agrees will be

transferred but this could reasonably have been a reference to Trade Confirmations. If the 'book cost' figure on-screen was as vital to Mrs S as stated, then HSDL consider it reasonable that Mrs S would have referenced it specifically.

- They also explained that as they couldn't see any evidence of wrongdoing on their part, they didn't believe that their original offer of £50 should have been made.

Our Investigator was not persuaded to change his view as he didn't believe HSDL had presented any new arguments he'd not already considered or responded to. Unhappy with that outcome, HSDL then asked the Investigator to pass the case to an Ombudsman for 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.

I have summarised this complaint in less detail than Mrs S has done and I've done so using my own words. The purpose of my decision isn't to address every single point raised by all of the parties involved. If there's something I've not mentioned, it isn't because I've ignored it - I haven't. I'm satisfied that I don't need to comment on every individual argument to be able to reach what I think is the right outcome. No discourtesy is intended by this; our rules allow me to do this and it simply reflects the informal nature of our service as a free alternative to the courts.

My role is to consider the evidence presented by Mrs S and HSDL in order to reach what I think is an independent, fair and reasonable decision based on the facts of the case. In deciding what's fair and reasonable, I must consider the relevant law, regulation and best industry practice. Where there's conflicting information about what happened and gaps in what we know, my role is to weigh up the evidence we do have, but it is for me to decide, based on the available information that I've been given, what's more likely than not to have happened. And, having done so, I'm upholding Mrs S's complaint – and whilst it's largely for the same reasons as our Investigator, I'll explain why below.

Mrs S telephoned HSDL on 17 March 2025, as she wanted to understand the difference between her ShareBuilder and her share account. I've listened carefully to that call; I don't intend on providing a full transcript here as the recording is already available to HSDL and I'm satisfied that they're well aware of its contents as they've referenced it multiple times in the correspondence with this service. During the conversation:

- HSDL's call handler explained to Mrs S that the ShareBuilder account was an old legacy product that's no longer offered to new customers.
- Mrs S explained that she'd noticed some investments weren't available to purchase in the ShareBuilder account but were in the normal share account.
- Mrs S said that her money was sat in the ShareBuilder account and the call handler explained that she could move it for her.
- Mrs S asked if she transferred her shares, would she lose the transaction costs or lose the value and HSDL's call handler said "no not at all, it's the same thing". She then went on to say that she needed to confirm some information about fractional shares.

- After agreeing to leave the fractional shares in the ShareBuilder account as they couldn't be moved into her share account, HSDL's call handler then confirmed the dozen holdings that she would move for Mrs S across to her share account.
- Mrs S then asked the call handler again "when they transfer, does that include all of the general costs", she then she also asked "so all the history is still there?" – HSDL confirmed "yes".
- Mrs S made it clear that she needed this information because she intended to trade the following day. During that call, she was reassured that the "history" of the investment would carry over.

Mrs S then telephoned HSDL on 18 March 2025 as she noticed that the transfer of shares between her ShareBuilder and share account had completed. Again, I won't provide a full transcript here as I don't believe it's necessary and as I've already explained, HSDL already have each of the calls. Mrs S telephoned in as she wanted to query the book cost that was showing on her account as she thought it might be wrong.

During that conversation, Mrs S explained that following the transfer, HSDL had put the market value at the date of transfer as the book cost rather than what she paid, so she'd lost that important original information. She went on to say that she didn't have the original cost of the shares. Mrs S then explained that she couldn't decide whether to buy or sell because she didn't know if the base cost of her investment was correct and whether she'd be making a profit or loss on the transaction. The call handler then spoke to a colleague to query the issue and they explained that they would update the system and the changes would appear within the next two or three days.

Although HSDL say Mrs S didn't use the specific phrase "book cost" on her call with them on 17 March 2025, I don't believe that matters. Consumers frequently refer to the cost or history of their investment using non-technical language. If the agent was in any doubt about what Mrs S meant, it would have been reasonable for them to clarify what she meant. They did not. And, having listened to each of Mrs S's calls with HSDL over that period, I'm satisfied that she made herself understood. In the context of the call, Mrs S was asking about how the original cost of her shares would show after the transfer, and that she left the conversation with the clear impression that this information would be preserved.

And, following the transfer, the valuation screen on Mrs S's account displayed a book cost that didn't reflect her actual historic cost. It showed she was in profit by £13.85. She relied on that information, alongside the reassurance she had received on 17 March 2025, when deciding to sell her shares. In reality, based on her true historic cost of £1,995.19, she was selling at a loss of £358.41. I'm satisfied that had the correct information been shown, she would not have sold the shares at that time. I say that because Mrs S had around eleven other shares within her portfolio that she could have used some or all of to meet her needs.

HSDL has emphasised that their valuation screens are indicative only, carry disclaimers and shouldn't be used for tax or trading decisions. Whilst I accept that the values shown are not "official" records and that disclaimers exist, this complaint isn't about whether HSDL's valuation screens can be used for HMRC purposes, nor is it about whether the figures shown are binding in an accounting sense. It is about the fact that HSDL gave incorrect reassurance to Mrs S about how the book cost would appear following an internal transfer and then presented information on their own platform that reinforced that reassurance. Where a firm provides specific information to a customer, particularly in response to a direct query linked to an imminent trading decision, they must take reasonable care to ensure that information is clear, fair and not misleading.

The combination of HSDL's call handler's incorrect verbal reassurance and an on-screen display that aligned with that reassurance created a reasonable expectation for Mrs S that she was selling at a profit. She made the sale in good faith on the basis of what she was told and saw on HSDL's platform. In these circumstances, I don't agree that the general disclaimers on HSDL's platform override their obligation to communicate accurately or absolve them from the consequences when they do not.

The Financial Conduct Authority's (FCA) Principles 6 and 7 require firms to pay due regard to their customers' interests and to communicate information in a way that is clear, fair and not misleading. I'm not persuaded that HSDL met those requirements here. Once it became apparent that the transfer had not preserved the original book cost, HSDL should have ensured that Mrs S was not disadvantaged by a transaction she would not otherwise have entered into.

For these reasons, I'm satisfied that HSDL's actions caused Mrs S to make a trading decision she otherwise would not have made, resulting in a financial loss of £358.41. It's fair and reasonable that HSDL put her back into the position she would have been in had the incorrect information not been given.

Putting things right

HSDL should put Mrs S back in to the position she would have been in had the issue not occurred, without placing her in a better position than she would reasonably have expected.

To do this, HSDL should:

- Reverse the sale of the 508 Glencore PLC shares, provided Mrs S returns the net sale proceeds of £1,634.97 credited as a result of the sale (or any amount HSDL can evidence was credited, if different); or
- If reversing the trade is not operationally possible, reinstate the same number of Glencore PLC shares at HSDL's expense, again subject to Mrs S returning the net sale proceeds; and
- Refund any fees or charges applied in connection with the sale and any reinstatement.

HSDL should explain clearly to Mrs S how they propose to complete the wind-back and allow a reasonable period for the return of the sale proceeds before completing reinstatement.

This approach removes the financial impact of a transaction that I'm satisfied Mrs S would not otherwise have made.

It avoids compensating a hypothetical or guaranteed gain and instead restores the original investment position. Any future decision to sell the reinstated shares would remain Mrs S's choice and risk.

In addition, HSDL should pay Mrs S £100 for the distress and inconvenience that they've caused.

If HSDL has already paid Mrs S the £50 that they set out in their complaint resolution letter, they should pay her a further £50 so she receives £100 in total.

I'm satisfied that the above approach is fair and reasonable in all of the circumstances.

My final decision

I'm upholding Mrs S's complaint and require Halifax Share Dealing Limited to put things right for her in the manner that I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 27 March 2026.

Simon Fox
Ombudsman