

## The complaint

Mr F complains that Halifax Share Dealing Limited's (HSDL's) website was misleading which caused him to place a trade mistakenly, resulting in him losing money.

To put things right, Mr F is looking for financial compensation.

## What happened

On 28 January 2023, Mr F intended to place a 'limit' order to sell shares. Mr F says that due to the misleading way HSDL set out information on its website, he unintentionally placed an 'at best' order instead.

A 'limit' order would have enabled Mr F to specify the minimum sale price – an 'at best' order meant the shares would be sold at the best available price at the time.

Unable to reach HSDL on the phone as it was a weekend, and with no option online to correct his mistake, Mr F sent HSDL an online message requesting cancellation of his order. When he called HSDL on the phone, at the first opportunity on the next working day, he was told the trade had already gone through and couldn't be reversed.

When Mr F complained, HSDL told him it didn't offer trade reversals and the only option available to Mr F was to buy the shares back. As a goodwill gesture, HSDL agreed to waive the commission charge. But the share price had gone up by the time Mr F bought back shares, so he ended up with fewer shares and he puts his loss at several hundred pounds. He's looking to HSDL to redress monetary loss. He also wants HSDL to acknowledge there are shortcomings on its website and make improvements to bring it into line with other platform providers.

Our investigator didn't uphold Mr F's complaint. In brief summary, her view was that

- the trade had been executed as instructed by Mr F in line with HSDL's terms and conditions
- we can't tell a financial business what its terms of business ought to be
- the options on HSDL's web page were sufficiently clear and HSDL couldn't fairly and reasonably be held responsible for Mr F not placing the trade he intended – or any losses arising as a result.

Mr F didn't agree, mainly saying:

- the options offered on the webpage, especially the 'Continue' button, were unclear and there was no indication that pressing this would result in placing an 'at best' order that couldn't be reversed or cancelled
- he has never deliberately placed an 'at best' order and this would always be an unusual instruction given the risk of making a substantial loss, so there was an onus on HSDL to ensure its system was clear and had inbuilt checks and balances – which is his experience on other trading platforms

- he has provided other examples which he says shows a pattern of multiple mistakes by HSDL which the investigator hasn't considered
- HSDL provides a cancellation option for other orders that are accepted but not immediately dealt – so all the more reason why it should be made '*crystal clear*' beforehand when placing an 'at best' order that it is irreversible.

### **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 what the investigator has said. I'll explain my reasons.

I've briefly summarised and expressed in my own words what seem to me to be Mr F's main concerns and my focus is on what I think are the key issues here. Our rules allow me to do this and this approach simply reflects the informal nature of our service as a free alternative to the courts. We are impartial and we make our decisions based on a balance of probabilities.

It's my understanding that Mr F is mostly concerned about redress for what's happened – he feels he's out of pocket due to negligence on HSDL's part, in particular, because he thinks HSDL has an inadequate website and because it failed to reverse his order.

It's not for me to legally determine whether or not HSDL has been negligent, the way that a court or tribunal would. In order to uphold Mr F's complaint and award the redress he is seeking I would have to find that HSDL made an error or acted in a way that wasn't fair and reasonable and this led to Mr F suffering financial loss or some other detriment. So this is the focus of my decision.

HSDL's terms and conditions, which Mr F would've had to agree and sign up to in order to be able to trade on its platform, include the following:

*8.5 Any deal that we accept in good faith will form a legally binding contract between you and us. Once we have accepted your order you cannot change your mind afterwards, unless they are TradePlan orders .....*

*8.9 ...If we accept an order outside a dealing period, we will carry it out as soon as reasonably practicable after the start of the next dealing period.*

So I can't fairly say that HSDL did anything wrong when it carried out the trade Mr F had placed in line with its business terms.

HSDL still needed to treat Mr F fairly and reasonably. I've thought carefully about whether it was fair and reasonable for HSDL to proceed with the sale after Mr F realised his mistake and sent a message seeking to cancel his instructions, especially given that he hadn't been able to speak to anyone at HSDL over the weekend. I've carefully listened to the call recording when Mr F spoke to the call handler who told him that the trade '*had been done*'.

Given that Mr F phoned at around 8am on 30 January 2023 and HSDL said the trade was put through at 8.05am that same morning, even if it had been possible in theory to stop the deal, it's unlikely this could ever realistically have happened here. The trade would always more likely have executed automatically (in line with the instructions Mr F had inputted) before anyone would have had time to check and respond to messages received over the weekend. And it looks like the trade was already in the course of being actioned when Mr F

phoned. HSDL's business hours are not particularly unusual – I wouldn't reasonably expect it to be open outside normal weekday working hours. And it was Mr F's choice to trade on a Saturday morning – he could have confined his trading activity to the usual working week if he'd wanted the option of being able to speak to HSDL. Overall, I haven't seen enough to find that HSDL acted unfairly or unreasonably when it failed to prevent the trade completing.

Screenshots from HSDL's website show that after inputting whether he wanted to 'buy' or 'sell' and entering the company information and the number or value of shares he wanted to trade, Mr F had three choices. Buttons at the bottom of the page offered him options as follows: 'Clear', 'TradePlan' and 'Continue'. Mr F needed to press the 'TradePlan' button in order to place a 'limit' order.

I've no reason to doubt Mr F when he says he found HSDL's website misleading – but that's not a good enough reason on its own for me to be able to uphold his complaint. The test I must apply here is whether HSDL made any error or acted unfairly or unreasonably.

Mr F was a fairly regular trader on HSDL's website. He told us that he had sometimes placed 'limit' orders on this platform before – so I must conclude from this that he wasn't misled by the layout on those occasions. HSDL has confirmed that the screen layout hadn't been redesigned. I agree with the investigator that the layout of the webpage clearly shows three separate options and it isn't, on the face of things, misleading. I think that's further borne out by the fact that, when we enquired, HSDL told us it had received no similar complaints – and I've seen nothing to suggest otherwise. Mr F's point that the 'Continue' button doesn't say 'continue dealing' or warn that it will trigger a 'sell at best' order that can't be cancelled doesn't affect my overall view, given the clearly marked 'TradePlan' option available.

Mr F has compared HSDL's website unfavourably to another trading platform and he wants HSDL to change its processes. But how businesses choose to operate and the services they offer are matters that come under the oversight of the regulator - the Financial Conduct Authority (FCA) - so this is beyond my remit.

Looked at overall, for all these reasons, I don't find that HSDL is responsible for any financial loss Mr F has suffered.

I appreciate Mr F feels no proper consideration has been given to information provided which he says shows other mistakes by HSDL. But this doesn't affect the outcome of this particular complaint.

Mr F has put forward a number of other points over the course of this matter and I acknowledge that he feels very strongly about his complaint. If I have not referred to each point he's raised it's because I have nothing further I can usefully add to what our investigator has said already. I have concentrated on what I consider to be the main points that affect the outcome of his complaint. I appreciate that my decision will be disappointing for Mr F but I hope that setting things out as I've done helps to explain how I've reached my conclusions.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 22 March 2024.

Susan Webb

**Ombudsman**