

The complaint

A company which I'll call 'W' complains about the service they received from Barclays Bank UK Plc.

The complaint is brought on W's behalf by one of their directors, Mr W.

What happened

W held a business current account with Barclays.

W told us:

- They had needed to remove one of their directors, but Barclays had made this difficult and taken an unreasonable amount of time to action their request.
- One of their directors had his signature challenged by the bank – despite him having signed that way for a lengthy period of time and providing proof to the bank.
- Another of their directors was questioned about their nationality and place of birth and they couldn't understand the caller.
- Barclays added a banner to their online banking saying that their account would be closed, and they didn't understand why the bank had done either of these things.
- Their online banking system was showing an unrelated third-party company's information for several months. They'd spent a lot of time getting this other company removed and Barclays didn't seem concerned or provide an explanation for how this had happened.
- They had escalated their complaints to Barclays senior management who had not responded and overall, the bank's service had been poor when dealing with their complaints.
- They had undertaken a Subject Access Request ('SAR'), but they were unhappy with the format and amount of information they had received. They also didn't get the first copy which Barclays said it had sent by post.
- Barclays had offered them £500 compensation, but they didn't think this was enough and they wanted £5,000.

Barclays told us:

- It had provided a response to W's and Mr W's SAR within the agreed timeframe.
- It had amended W's company name to that of a third-party in error when undertaking its KYC review. It had offered compensation for the frustration and inconvenience

caused.

- The wording on its KYC letters was suitable to be sent and was strongly worded due to the importance of this information being provided.
- It had apologised to W for the call wait times to speak to the mandate team and paid £50 compensation in June 2022. It had also apologised for the mandate issues W had experienced and paid £150 compensation for this in September 2022. In its last Final Response Letter in December 2022, it had offered a further £200 for the mandate issues W had experienced, and £300 compensation for the inconvenience caused by the third-party name showing on W's online banking profile.

Our investigator didn't recommend the complaint be upheld. She thought Barclays offer of £500 compensation was enough to put things right. The investigator thought it was reasonable that Barclays didn't accept the signature which didn't match the mandate held on file. She also agreed that Barclays had made an error in associating a trading name of another company with W, however she wasn't persuaded this had a significant impact on W, as it hadn't affected how they ran the account. She was also satisfied that Barclays had actioned W's SAR request within a reasonable timeframe and that it had been delivered by the signed for post.

Mr W didn't agree. He said that the investigator was biased, that her opinion didn't cover all the complaint points W had raised and that she hadn't taken into consideration the time taken to resolve these issues or the complaint about the FCA. So, he asked for an ombudsman to review W's complaint.

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've decided not to uphold it. I'll explain why.

I acknowledge Mr W feels strongly about what's happened. He's provided a lot of information and testimony in support of W's complaint. I've read and considered everything Mr W has provided, however, I've not commented on each and every point he's raised. I don't mean this as a discourtesy, this is simply that the informal nature of this service allows me to. I also want to reiterate to Mr W that our service is independent, and we provide outcomes on a fair and reasonable basis considering the evidence from both parties. We don't favour either party.

W says that Barclays has behaved unreasonably as it asked their directors for different personal information said that it would close their account if this wasn't received. But I'm not persuaded that's the case. I say this because Barclays has legal and regulatory obligations to ensure that it has sufficient knowledge of its customers. Therefore, Barclays' may need to check from time to time that the information it holds for its customers is correct, or ask for information that it doesn't already hold.

It is a commercial decision which Barclays is able to make on how often it undertakes these checks and what information (within reason) it needs to comply with its obligations. And if the bank doesn't receive the information it needs, it is entitled to take actions with regards to those customers, such as closing the account. So, I don't think Barclays treated W unreasonably by asking one of their directors to provide information, such as their nationality and providing banners on W's online banking to make them aware it needed information from them. I'm also not persuaded that the letters sent to W were unreasonable, I'm satisfied

that these were firm and factual warnings explaining the consequences of not providing the information. I can see that Barclays made an error and didn't remove the banner from W's account when it should have done. However, I can see that it paid £150 for this error in June 2022. I think this is enough to put this right.

W told us that they were unhappy that it took a significant period of time to get a previous director removed from their account, and that Mr W had issues with his signature not being accepted. I've looked at the evidence and it appears that there was an issue with removing the director because the information held by the bank was incomplete and the forms completed by W didn't provide all the information required. Due to the mismatch of information, Barclays wasn't simply able to remove the previous director as requested. I've seen that when the information was updated the director was removed.

However, this process also identified that the bank held a different signature for Mr W. I recognise that Mr W was frustrated by Barclays actions regarding his signature. However, this process is in place to protect customers and to ensure that only the relevant signatories can make requests for the company. So, I can't reasonably say that Barclays did something wrong here. The obligation is also on Mr W to ensure that the information the bank holds for him is accurate, in line with the account terms and conditions, to prevent issues such as this occurring.

That being said, I've also seen that W was caused inconvenience by Barclays as they were given different information by different Barclays staff about how to update their account mandate. However, I've seen that the bank has apologised for this, provided feedback to the member of staff, and offered £200 compensation for this part of W's complaint. So, I think Barclays has done enough to put things right. Mr W has also mentioned about the call times to speak to the bank, and the difficulties with the offshore staff providing information. I acknowledge Mr W's frustration here. However, it is a commercial decision that Barclays is able to make on how it wishes to offer services to its customers, and not one that I can say is unreasonable, provided its customers are treated fairly.

Mr W told us that W was caused inconvenience as Barclays linked an unrelated third-party business to their account which it took too long to remove. Mr W is also unhappy because the bank didn't explain how this happened and provide more information. I can see that W was caused inconvenience here because Mr W had to contact Barclays on a few occasions to say that there was an unrelated company linked to W's account. I've looked at the evidence available and it appears that this was simply due to human error when the bank undertook its KYC review. I can see that in error, W's name was changed to the third-party – but all other details remained correct for W.

I recognise Mr W was concerned about this. However, I'm satisfied that there was minimal impact here as the rest of W's information was correct. And it appears that this was an internal issue with the bank that was rectified after Mr W made the bank aware. I can see that Mr W had to take time away from the company to resolve this. However, the correspondence he received was generic, rather than about the third-party company. So, I think the impact to W was minimal here. I can see that Barclays has apologised for the error, corrected its system, and offered W £300 compensation for the inconvenience and based on the circumstances of this part of the complaint I think that's fair. I recognise Mr W wants more information about this, such as the name of the staff member that made the error. However, I think it's reasonable that Barclays has chosen not to declare any more information than it already has, and I won't be asking it to provide any further information about this.

Mr W told us that he was unhappy with the time taken to respond to the SAR for himself and W. The Information Commissioners Office ('ICO') guidelines for these types of requests say

that a business should provide a response to a SAR within a month. However, for a complex request, which I'm satisfied Mr W's request met due to the volume of information he required, this can be extended by a further two months. I've seen that this is the timescale used, and met by Barclays to provide the SAR request, so I can't say it behaved unreasonably here.

I acknowledge that Mr W says he didn't receive this. However, Barclays has evidenced that it sent the SAR by recorded delivery to Mr W's address as requested and it was signed for by someone using his first name. I acknowledge Mr W says he didn't get the information Barclays said it sent initially. So, I think it was reasonable for the bank to think it had been received. I'm satisfied that Barclays sent this in a secure manner and I don't think it could have done more here. I've also seen that as soon as Mr W told the bank that he hadn't received the information, it immediately arranged for this to be resent.

I also recognise that Mr W was unhappy with the format of the information he received. However, I've seen that this was provided electronically, in a commonly used electronic format. And again, I've seen that this was provided in alternate format when requested by Mr W. As this is in line with the ICO guidance, I can't reasonably say that Barclays behaved unreasonably here. Mr W told us that he was unhappy with how the bank had dealt with W's complaints and that he hadn't had a response from senior managers at Barclays. I'm sorry to disappoint Mr W but complaint handling isn't an activity that falls within our jurisdiction so I can't look at how Barclays chose to address W's complaints.

Overall, I think W has been caused inconvenience by Barclays' actions in having the wrong business name showing on their account, and not providing clear guidance regarding the information it needed for the mandate amendment. I can see that W has told us that it doesn't think that Barclays offer of £500 compensation for the inconvenience caused to W is enough for the time they've spent to resolve the complaint. However, this service doesn't look at hourly rates when making awards, we look at the complaint holistically and consider the wider impact of any inconvenience caused to the complainant, which in this case is W. This means I can't consider the inconvenience caused to Mr W or the other directors in a personal capacity. And based on that, I think that Barclays offer of £500 is enough to put things right.

My final decision

Barclays Bank UK Plc has already made an offer to pay W £500 to settle the complaint and I think this offer is fair in all the circumstances.

So, my decision is that Barclays Bank UK Plc should pay W £500 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask W to accept or reject my decision before 1 April 2024.

Jenny Lomax
Ombudsman