

The complaint

Mr G complained that Barclays Bank UK PLC (“Barclays”) wrote to him incorrectly stating he’d cancelled a standing order payment to one of his creditors. Mr G was concerned the cancelled payment could have led to a default or bailiffs being sent to his home. Mr G is also unhappy at the service he received when raising a complaint.

What happened

Mr G held a long-time standing order with a debt collection agency. This standing order was cancelled on 24 October 2023 and confirmed by Barclays in writing to Mr G on the same day that it had cancelled the standing order in “response to your recent instruction”.

Mr G called Barclays about this and the standing order was successfully reinstated the same day. Mr G complained to Barclays that he did not request the standing order to be cancelled and wanted an explanation as to why this had happened.

Barclays didn’t uphold Mr G’s complaint as it didn’t think it had made an error. Barclays explained in its final response letter dated 27 November that it had received a request from the debt collection agency concerned to cancel the standing order because it was no longer managing Mr G’s account. Barclays further explained that the agency had written twice to Mr G about this as well as itself and that the agency requires Mr G now deal with the new debt collection agency directly to set up a new arrangement and provides Mr G with the details for further information about this.

Barclays confirmed that it won’t cancel the standing order again without his consent.

Mr G was dissatisfied with this and asked Barclays to investigate his original complaint which was regarding it sending him a letter claiming he requested the cancellation of the standing order when he didn’t do this. He also asked Barclays to explain what rules or regulations prevented its staff from responding by email when that is his preferred communication.

Mr G also wanted to know why Barclays hadn’t taken steps to avoid a repeat of the same incident that happened some years previously. He says he’d asked Barclays bank to ensure the standing order wasn’t cancelled by adding notes to his file so that a recurrence would be impossible without checking with him first. Mr G wanted to know how the agency had contacted Barclays to cancel the standing order and to send him a copy to use if needed with the court and or any bailiffs.

Barclays stated that it could no longer assist Mr G by email and told him to raise a complaint by telephone. Mr G was unhappy with this and brought his complaint to this service.

One of our investigators looked into Mr G’s complaint and agreed that Barclays shouldn’t have cancelled his standing order without first discussing it with him as standing orders are controlled by the customer rather than the beneficiary and agreed that Barclays letter contained inaccurate information about who instructed the cancellation. They also agreed that Barclays could’ve have done more to support Mr G in raising / continuing his complaint

by email. To put things right our investigator recommended Barclays pay Mr G £50 compensation for any inconvenience this matter had caused him.

Barclays has agreed to our investigators recommendations and to compensate Mr G £50, but Mr G was dissatisfied with this.

To put things right Mr G wants this service to direct Barclays to:

1. Change its complaints process enabling customers to access it by email;
2. Provide certain assurances that it will check its records for his instructions before making any changes in future to his standing order to the debt collection agency as this is the second time it has happened;
3. To provide a copy of the letter received from the debt collection agency; and
4. Compensate him £5,000 as due to his personal and financial history Barclays mistake has caused him significant stress and anxiety and impacted him emotionally.

And has asked for an ombudsman's decision on the matter.

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 hope that Mr G won't take it as a discourtesy that I've condensed his complaint in the way that I have. Ours is an informal dispute resolution service, and I've concentrated on what I consider to be his main complaint point and what he wants to be done to put things right – a summary of which is outlined above.

And after considering everything I'm in agreement with our investigator and don't think there is anything much more of use that I can add.

Mr G has referred to in some of his correspondence that some years ago the same standing order was cancelled by Barclays and issues he's had with Barclays's and its general practices regarding the handling of its complaints – such as Barclays providing incorrect / out of date contact information to discuss issues he's having. But we can only look at this if it is in relation the event Mr G has complained about and not in the wider context about how it may or may not have affected him before or after the subject of this complaint. And to be clear the subject of this complaint and event I'm restricted to look at is about the cancellation of Mr G's standing order from his Barclays account to a debt collection agency in October 2023.

My role is to determine and see if Barclays has done anything wrong or treated him unfairly. If it has, I would seek – if possible - to put Mr G back in the position he would've been in if the mistake hadn't happened. And I may award compensation that I think is fair and reasonable.

This service doesn't supervise, regulate or discipline the businesses we cover. I cannot make a business change how it operates or tell it what it needs to do to meet its regulatory obligations. And my role isn't to punish or penalise businesses for their performance or behaviour – that's the role of the regulator, in this case the FCA or ICO.

But in saying that I have looked at whether Barclays have done enough regarding providing Mr G with the information he requested surrounding this complaint in relation to the recent cancellation of the standing order. And I think it has, because I can see Barclays have

investigated what went wrong and why Mr G's standing order was cancelled and provided confirmation to Mr G that it was the debt collection agency who requested the cancellation and why, which I consider to be the important facts Mr G needed to know.

If Mr G wants further information about this - as our investigator has already explained - he has the right to make a formal request for any information Barclays holds in his name and information relating to its communications with this debt collection agency through a subject access request – which I understand Mr G has done. So I don't think there is anything more Barclays needs to do here.

And moving to the event which is the subject of this complaint – Barclays cancelling his standing order without checking with him first and inaccurately stating in its letter to him it was at his request I'm in agreement that Barclays has made an error here and that it could've provided better service to Mr G and supported him more regarding raising a complaint via his preferred contact method which is by email.

So what I need to decide is whether what our investigator has recommended – and what Barclays has already agreed to do to put things right is enough. And I think it is.

As stated above I think Barclays has already provided Mr G with the information he needed regarding the reason his standing order was cancelled and that it would try not to let this happen again without his consent. Barclays has also explained why the standing order was cancelled and that going forward - due to events outside of its control - Mr G does need to take some action regarding the payment of this particular creditor due to a change of management of the debt.

I appreciate Mr G wants an assurance that this won't happen again, but sometimes mistakes do happen and although I appreciate this one has caused Mr G some anxiety, I've not seen that this particular mistake has caused Mr G any financial loss – especially as the standing order was reinstated in the same day it was cancelled. And I can't compensate Mr G for something that may or may not happen in the future. I can only consider compensation in relation to the event he has complained about and how it has affected him in terms of financial loss, distress and inconvenience.

Regarding the service element of Mr G's complaint, I understand he experienced a small delay in raising a complaint due to not being able to do it via his preferred method of email which caused him some inconvenience. But again, I don't think that this has caused him a direct financial loss or impacted him sufficiently to justify an award over the £50 recommended.

So I'm in agreement with our investigator that compensation of £50 for the distress and inconvenience Mr G has suffered is a fair and reasonable way to settle this complaint.

So it follows that I uphold Mr G's complaint and direct that Barclays compensate Mr G £50 for the distress and inconvenience it caused by cancelling his standing order and for not supporting him in raising a complaint by email.

My final decision

For the reasons I've explained I've decided to uphold Mr G's complaint and direct Barclays Bank UK PLC compensate Mr G £50.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or

reject my decision before 13 June 2024.

Caroline Davies
Ombudsman