

## **The complaint**

Mr K complains about the service he received from Barclays Bank UK PLC ("Barclays") when he wished to partially switch regular payments he made from another account provider to his account with Barclays. Mr K wants to be compensated for the distress and inconvenience he's suffered.

## **What happened**

In February and March 2024 Mr K says he attended a branch of Barclays three times to complete a partial switch to transfer a selection of regular payment arrangements he holds with another provider to his Barclays account. Mr K says he provided Barclays with all the transfer instructions and signed the required forms to complete the switch.

Unfortunately, due to what looks like an inputting error with Mr K's signature on Barclays side the switch didn't proceed as Barclays weren't able to set up the switch as it didn't have Mr K's signature to confirm what aspects of his banking were being switched. This meant Barclays had to request Mr K provide his payment instructions regarding the partial switch again.

Barclays sent Mr K letters on 27 and 28 February confirming the request for the switch and what was required to facilitate the switch and that he could provide this by phone or by signing and returning an instruction letter with a list of the selected payments. Mr K needed to provide this 5 days before the transfer date of 5 March or else the switch wouldn't happen. As Mr K didn't provide this by the deadline it extended until 25 April which Barclays confirmed by letter dated 1 March. Barclays says these letters were available online and on mobile banking and an alert was sent to notify him of the letters.

Mr K failed to provide the required payment instructions by the extended deadline and so Barclays cancelled the switch as per the partial switching rules which say it can only extend the switching date outwards once. A letter was sent to Mr K confirming the switch had expired.

Mr K complained to Barclays about this. Barclays didn't uphold Mr K's complaint as it says the switch had been rejected due to Mr K not returning the list of regular payments within the cut off time. Mr K was dissatisfied with this and so brought his complaint to this service.

Mr K says he told his personal banker he'd be away between 10 March and 20 April and so Barclays would've been on notice that he would be jetlagged and so wouldn't contact it until 25 April.

Barclays offered Mr K £200 as a gesture of goodwill to settle Mr K's complaint which Mr K rejected.

One of our investigators looked into Mr K's concerns and thought that Barclays had made a mistake initially by not processing the switch properly in branch but thought that the offer of a payment of £200 was a fair way to settle Mr K's complaint and was within this services guidelines of what we'd usually recommend.

Barclays accepted this recommendation, but Mr K disagreed. He says Barclays unforgiveable maladministration is liable for punitive damages at the highest possible order not only for him but as a general outcome and warning against others as “common public interests and concern”, prerogative doctrine. Mr K wants to be significantly compensated for Barclays errors and has asked for an ombudsman’s 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 hope that Mr K 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 the crux of the complaint. Our rules allow me to do that. And the crux of Mr K’s complaint is regarding the service he received from Barclays when he wished to conduct a partial switch of his account. Mr K is also unhappy at the service he received from Barclays in the handling of his complaint about this.

It might be helpful for me to say here that, this service doesn’t supervise, regulate or discipline the businesses we cover. 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 Financial Conduct Authority. So I can’t look at Barclay’s complaints procedures and tell it what it must do and even if it was in this service’s power to do so, as complaint handling isn’t a regulated activity, we wouldn’t be able to look at Mr K’s complaint if it solely related to this.

My role rather is to look at problems that Mr K has experienced and see if Barclays has done anything wrong or treated him unfairly. If it has, I’d seek to put Mr K back in the position he would’ve been in if the mistakes hadn’t happened. And I may award compensation that I think is fair and reasonable.

In this case I’m in agreement with our investigator that something went wrong at Barclays end in the processing of Mr K’s initial switch which resulted in Barclays needing further information from Mr K before it could progress the switch.

So what I need to decide is whether the gesture of goodwill offer of £200 in this instance is a fair and reasonable way to settle Mr K’s complaint. And I think it is.

Although I accept Mr K has been inconvenienced by Barclays initial processing error, I’m not persuaded that Barclays is solely responsible for the failure of the switch or that the impact this had on him warrants an uplift on the compensation offered. Things don’t always go smoothly, mistakes happen and as stated above our role isn’t to punish or penalise the businesses we cover.

I accept that Mr K was on holiday preceding the extended deadline on 25 April and that he says he informed Barclays about this. But Mr K was been given plenty of notice of what was needed to progress the switch, told what could happen if the required information wasn’t received and Mr K didn’t inform Barclays he could not make this deadline.

So I can’t say Barclays did anything wrong or treated Mr K unfairly in cancelling the switch when it didn’t receive what it needed to process it as it was following the accepted guidelines and its processes around this.

Mr K has been offered £200 compensation to resolve the complaint which I think is a fair and reasonable way to settle Mr K’s complaint for the impact caused and so on this basis I don’t think Barclays needs to do anything more.

**My final decision**

For the reasons I've explained, I think compensation of £200 is a fair way to settle Mr K's complaint and I direct that Barclays Bank UK PLC pay this to Mr K now.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 25 December 2024.

Caroline Davies  
**Ombudsman**