

The complaint

Miss C complains that Barclays Bank UK PLC (“Barclays”) provided her with incorrect information regarding the cancellation of the switching of her bank account to another provider. Mrs C believes she doesn’t get the same benefits on her new account with Barclays as she had previously with it.

What happened

Miss C held a bank account with Barclays. Miss C wished to switch some of her direct debit payments over to her account held with another bank but mistakenly initiated a full switch.

Barclays confirmed the request to switch in writing on 27 June. Miss C only realised what had happened when she read an email confirming the switch on 29 June and contacted Barclays immediately to cancel it. The Barclays advisor Miss C spoke to assured her that they could definitely cancel the switch for her and that she didn’t need to do anything including contacting the bank the account was being switched to.

Unfortunately, this was incorrect – and the switch was completed on 3 July. In order to cancel the switch Miss C needed to contact the new bank directly.

Miss C complained to Barclays about this. She says she spent many hours on the phone to Barclays trying to ensure her account remained open and was given incorrect and conflicting information regarding this. Miss C is unhappy that Barclays wasn’t able to reopen her account and she was instead forced to open a new account with Barclays in order to reverse the switch.

Barclays accepted it had made a mistake in telling Miss C that it could cancel the switch and offered her compensation of £75 for the distress and inconvenience caused by this.

Miss C was dissatisfied with this and brought her complaint to this service.

One of our investigators looked into Miss C’s concerns and reached the conclusion that Barclays incorrect advice had inconvenienced Miss C and caused her to spend more time than necessary resolving the issue. They recommended Barclays increase its offer of compensation to £150.

Barclays agreed to pay £150 compensation on Miss C’s acceptance. Miss C says she will accept £150 on the proviso that she will be switched to a premier account as she previously had, fee free as she never paid for it in the past.

Barclays responded to this explaining that Miss C was part of a mass migration of customers into its premier banking in 2015. It says although she was a *premier customer* and eligible for a *premier account*, her account wasn’t and wouldn’t be upgraded from the standard account until this was discussed with a relationship manager – so the account Miss C holds now is the same as she held before the switch. Barclays further confirmed that there was no evidence of a fee being charged for the new account.

Miss C disagreed 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.

My role is to look at the problems Miss C has experienced and see if Barclays has done anything wrong or treated her unfairly. If it has, I would seek – if possible - to put Miss C back in the position she would've been in if the mistakes hadn't happened. And I may award compensation that I think is fair and reasonable.

Both sides agree that the account switching was initiated by Miss C, so I don't need to make a finding here. What I need to decide is what Barclay's part was in all of this and whether it made any errors and if so, what it can do to put things right.

I've listened to the recording of the phone call between the Barclays advisor and Miss C on 29 June and there is no doubt they advised her incorrectly that they could and would cancel the switch for her and there was nothing she needed to do. And I think it's likely that due to this error Miss C had to spend more time than was necessary resolving the issue. But I don't think I can say based on the evidence I've seen, that if Miss C had been given the correct advice – that she needed to contact the other bank directly to cancel the switch - the outcome would be any different.

I say this as it isn't clear how far along the switch had progressed and whether it still could've been cancelled when Miss C called Barclays on Thursday 29 June. The switch had been initiated around a week before Miss C called Barclays, the request had been confirmed on 27 June and the switch completed on Monday 3 July. So I can't say at what point it would've been too late to cancel or if Miss C had called the other bank instead it would've actioned the cancellation within one working day of the switch being completed.

My understanding is that Miss C has managed to open a new account. So she is in the position she would be in had the mistaken switch had not happened and Barclays has agreed to pay her £150 for the distress and inconvenience caused for the incorrect advice – which I think is fair, as both Barclays and Miss C made errors here and I'm not persuaded an uplift on the £150 compensation offered is warranted or would make a material difference to Miss C's circumstance's.

In any case Miss C has said she is willing to accept this offer of compensation on the proviso that her account will be switched to the premier account with no fee – as that is the account she had before. But Barclays has confirmed that Miss C's new account is the same type of account she had before – a standard Barclays bank account. And I can see this is how the account is described on both her statements before and after the switch so I'm satisfied this is the case.

The confusion lies around the fact Miss C was a *premier* customer and eligible for a *premier* account but didn't hold a premier account. In order to upgrade to a premier account she needed to get in contact with her relationship manager. Indeed, Miss C has acknowledged she had received correspondence about this. Barclays has also confirmed Miss C has never been charged a fee for the new account. So this being the case, as Miss C has the same account as she had before and isn't being charged for it I don't think there is anything more Barclays needs to do. Miss C should now let Barclays know if she wants to accept the offer of £150 compensation.

My final decision

For the reasons I've explained I've decided Barclays Bank UK PLC's offer of £150 compensation is a fair way to settle Miss C's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 10 January 2024.

Caroline Davies
Ombudsman