

## **The complaint**

Mrs C complains that Barclays Bank UK PLC have provided her poor customer service on multiple occasions.

## **What happened**

Mrs C says that Barclays have been virtually ignoring her since they closed her husband's account in summer 2020. She is a Barclays Premier customer. Mrs C has listed a number of examples of poor customer service which she received from Barclays. These include not being assigned a Barclays Premier Manager (BPM) after her normal BPM was on sick leave and not receiving contact from Barclays when she had a bond which was due to mature on 14 December 2020.

Mrs C says that she had to approach Barclays and she decided to roll over the bond. She spoke to a BPM who arranged this for her, but she says he made it clear he was not her permanent replacement. She says she has had no contact since and no explanation of what has happened. Mrs C emailed the head of Premier Banking at the time and highlighted her concerns and she asked for a permanent BPM to be allocated to her, but she says she did not get a response from him, despite her following him up with another email.

Mrs C says that she received a call from a member of staff who sorted out the bond issue, then vanished. She said she had subsequently been given, on an ad hoc basis, a BPM, who she has never met, but she misses the regular call and care she received from her original BPM, who she said she's had no contact from for over a year.

Mrs C says that on 13 May 2021, after three requests, she received statements of her account through the post in an open envelope with the contents falling out. She also said that she had an Individual Savings Account (ISA) renewed on 24 April 2021 and despite numerous requests for a full certificate of investment, she had been told that she needs to settle for a form showing a nil balance, but other ISA providers have given her a form confirming the balance, start and expiry date and interest rates.

Mrs C says she was walking past her local branch on 10 May 2021 and noticed the signage being removed and the branch was closed on 30 April, but she hadn't been informed of the branch closure. She says that she emailed her regular BPM on 18 June 2021 enquiring about her health and asking her to continue to look into her affairs, but Mrs C had no response, so she followed this up with another email on 2 July, but she still didn't receive a response. Mrs C made a complaint to Barclays.

Barclays did not uphold Mrs C's complaint. They said that in relation to the maturing bond, all correspondence is issued in writing prior to the maturity date, which will detail all options available to her and what the next steps are. They said this is issued by their central processing team. Barclays said Mrs C's previous regular BPM was currently out of the office and is unable to support her currently. They said during this time, she has received support from an alternative BPM. They said Mrs C had been previously advised that the regular BPM would no longer be her point of contact, and as such she would be supported by their direct team. Barclays gave Mrs C a telephone number and an email address to contact them if she

needed to and they explained she would not receive a direct point of contact.

Barclays told Mrs C that they were unable to send her a certificate of investment for her ISA as they do not offer this. They confirmed her bond had been renewed and reinvested and this was sent to her in writing on 15 December 2020. They also said that when making decisions to close a branch, they are required to provide notice of this to their customers. This could be in writing, advertised in branch and detailed on their website. They said although customers may live in the surrounding area, this may not have been their regularly used branch and as such, they rely on data to allow them to reach out to customers who regularly use the branch. They did not agree that they failed to notify their customers accordingly and they said the planned closure had been advertised accordingly.

Barclays said that all correspondence they send is securely sealed when leaving them and as such they could not evidence a bank error with her statements falling out of the envelope. Mrs C brought her complaint to our service.

Our investigator did not uphold Mrs C's complaint. She said that Barclays sent Mrs C correspondence about her maturing bond to her registered address. She said while she would've preferred a direct contact from the BPM she dealt with previously, Barclays had done enough to make her aware that her bond was maturing and the options available to her. She also said that Barclays explained to Mrs C that she was being supported by their direct team and she wouldn't have a point of contact.

Our investigator said that Barclays were entitled to make a commercial decision to close the branch and their process was to contact customers who regularly used the branch. Our investigator concluded that Barclays hadn't made an error or acted unfairly.

Mrs C asked for an Ombudsman to review her complaint. She made a number of points. In summary she said she had no advance notification of the maturing bond and Barclays did not contact her about this and she had to do all of the chasing. She said that she hadn't been advised of the branch closure and the main issue is that Barclays have treated her differently since the summer of 2020, when Barclays attitude towards her had totally changed.

As my findings differed in some respects from our investigator's, I issued a provisional decision to give both parties the opportunity to consider things further. This is set out below:

*"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.*

*Mrs C has made a number of points to this service and Barclays and I've considered and read everything she's said and sent us. But, in line with this service's role as a quick and informal body I'll be focusing on the crux of her complaint in deciding what's fair and reasonable here.*

*I'm satisfied that Barclays did send Mrs C notification of her maturing bond by post. I say this because Barclays have sent our service the letter dated 17 November 2020 which is addressed to the same address as she has given this service. In addition, they've also sent me a screenshot which shows this was posted to her on 18 November 2020. It's possible that Mrs C didn't receive this due to a postal issue. But I can't hold Barclays responsible for this as this would be out of their control.*

*I've considered what Mrs C has said about her receiving a call normally about her maturing products. While I can understand why she would be concerned that she didn't get a call on this occasion, I can't say Barclays have done anything wrong by not ringing her here. I say*

*this because I've looked at the bond terms and conditions. They are only required to let Mrs C know that the bond is maturing. And as they did this via post (although Mrs C didn't receive this, Barclays would not have reasonably known this at the time) then Barclays fulfilled the terms and conditions here. Although she may have received a courtesy call in the past, this is not something which Barclays promise to do as part of their terms and conditions.*

*Mrs C has also acknowledged in her email to the head of Premier Banking in December 2020, that she was aware the bond was maturing, so I can't say she lost out on any accounts as a result of not getting a phone call, although I can understand her disappointment at not being proactively contacted by phone when this had previously happened. I can see that Barclays sent her a letter on 15 December 2020, confirming that the new two year fixed rate bond had been opened and this confirmed all of the details I would expect it to. And Mrs C says she did speak to a BPM who managed to arrange the new bond for her.*

*I've considered what Mrs C has said about the branch closure. Barclays have confirmed that the branch would have had the relevant notices prominently displayed in the banking hall, on the door as a person would enter the branch and elsewhere. They also said this would be on their website. I appreciate Mrs C has said she doesn't visit this branch often as she used to get a personal service from her BPM. Barclays are not required to write to every customer in the surrounding area to notify them of a branch closure. For example, customers who do not use the branch at all or rarely carry out transactions in the physical branch itself would not automatically get notified. Barclays have confirmed to me that Mrs C didn't meet the transactional criteria to be written to prior to the branch closure. So while I can understand her surprise at the signage being taken down and her not being aware the branch had been closed, I can't say that Barclays have done anything wrong here.*

*I've considered what Mrs C has said about not receiving a certificate of investment for her ISA. But Barclays do not issue a certificate of investment for their ISA's. And they are not required to do so by the regulator. Although Mrs C has said that other ISA providers offer this, I can't say Barclays have done anything wrong by not offering this. I say this because Barclays are free to confirm the account details in other ways. And it is not the role of this service to interfere with commercial decisions that a business makes.*

*I've considered what Mrs C has said about not being assigned a BPM after her regular BPM was on sick leave. I can understand why Mrs C would be upset by this. But I can see that she has had support from an alternative BPM, even though he was only temporary. Barclays explained in their response on 29 July that Mrs C would be supported by their direct team and they provided a telephone number and an email address for them.*

*I'm also aware that Barclays have changed their Premier service as I can see they sent Mrs C an email in late 2021 to let her know they are introducing a new team of "Financial Guides", which would be replacing their current relationship management service from 14 December 2021. The email states they will be on hand when they are needed, such as them being available on evenings and on Saturday's to fit around Mrs C and it explains how she can book an appointment with them from 14 December. So I hope this gives Mrs C some comfort that Barclays aren't trying to get rid of her as a customer, as she suspects they may be.*

*I've also considered what Mrs C has said about an envelope not being sealed which contained her statements and that these fell out of the envelope. It's difficult to determine what happened here. I say this as Barclays have confirmed all of their envelopes are sealed via a machine. But they've also said there could have been an issue with the machine. I would find it unlikely that some/all of the contents of the communication wouldn't have fallen*

*out at some part of the journey from Barclays mailing room to Mrs C's front door if the envelope hadn't been sealed, but it could be that the envelope wasn't sealed as much as it should have been and the seal became looser and looser on the journey to Mrs C's house which resulted in these falling out of the envelope when she received the post.*

*I've then considered about her communication with her regular BPM. There's no doubt that the BPM had been absent from work and this was communicated to Mrs C when she did get a reply from her regular BPM. But I'm persuaded she was also let down here and I'll explain why. I would expect someone who is customer facing and representing Barclays to display an out of office automatic reply if they are out of the business through sickness or they are absent for any other reason for a prolonged period of time, to direct the customer to a person or department who would be able to help with their customer's query while they weren't working.*

*I'm persuaded that Mrs C's regular BPM did not have an automatic out of office reply on her emails. As a result of this, Mrs C was not aware when the BPM was working or not. The replies were sporadic or not at all. This resulted in Mrs C being distressed and feeling that she was being treated differently by the BPM since the summer of 2020. It would not make sense for Mrs C to constantly email an address which automatically told her that the person was out of the business currently and if she was given alternative details to contact. And that is why I'm satisfied that Mrs C was let down here. Although I've considered what Barclays have said about previously advising her that the regular BPM would no longer be her point of contact, when I asked them to provide evidence of this, they told me there was limited evidence of their responses to her, with their correspondence to Mrs C, explaining the regular BPM would not be dealing with her moving forward in 2020. They provided me with no communication of this to Mrs C. So I'm persuaded that Mrs C was let down here by Barclays.*

*I've considered what Mrs C has said about a lack of a reply from the head of Premier Banking. And I'm persuaded that she has been let down by Barclays about this also. I say this as I asked Barclays to send me the replies they sent Mrs C regarding the two emails she sent him. Barclays told me that due to the length of time which has passed, they hadn't been able to establish whether she did receive any responses or acknowledgements to her emails, but they conceded that based on the balance of probabilities, it's likely she didn't receive any replies from them. So I'm satisfied this would have caused Mrs C further inconvenience of typing another email after she didn't receive a response to the first one. And this added to the distress of her feeling that Barclays stance towards her had changed since the summer of 2020.*

*So I've considered what would be a fair outcome for Mrs C's complaint. While I can't agree with all of her complaint points, such as how Barclays communicated with her about the bond maturing, the branch closure, the certificate of investment and not being assigned another BPM after her regular BPM was not working, I am persuaded that Barclays let Mrs C down on a number of occasions by not responding to the communication she sent to the head of premier banking, the responses (or lack of responses from her regular BPM) and they may have also been at fault for an item of post not being sufficiently sealed.*

*I'm persuaded that £200 compensation would be reasonable for what happened here and I'll explain why. This wasn't a single occurrence where something went wrong. There were a number of occasions, spanning several months, where Mrs C was not treated fairly. So I'm persuaded that £200 would fit within our established guidelines for compensation based on the impact of the multiple service issues from Barclays to Mrs C. So it follows I intend to ask Barclays to put things right for Mrs C."*

I invited both parties to let me have any further submissions before I reached a final decision. Barclays accepted the provisional decision. Mrs C said she accepted the provisional decision, but she would also like a letter of apology from Barclays for the way she had been treated. She also said that the bond in question, is due for renewal within the next few days and their terms and conditions state that she should be given a minimum of three weeks' notice, but she has heard nothing from them. She also said her monthly statements which come through the post still displays the same branch address as the branch which was closed nearly two years ago.

### **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 must make it clear to Mrs C that I'm only able to address her complaint points that have first been put to Barclays, in order to give them a chance to investigate these matters. Then, if she is unhappy with their response, she can bring these matters to our service. As the new bond maturity and how the address is displayed on her statements do not appear to have been investigated by Barclays as part of her original complaint (which would be understandable considering the bond maturity is just about to happen), then she will need to contact Barclays first about these matters. So I'm unfortunately unable to comment any further on these matters here.

I've considered what Mrs C has said about an apology letter from Barclays. I can understand why she has asked for this based on the examples I've given of Barclays letting her down in my provisional decision. So I want to let Mrs C know that when I asked Barclays for further information that I documented in my provisional decision that they did apologise. I have copied underneath what they have said to me in response of the evidence I provided them, to hopefully give Mrs C some closure in this matter:

*"Based on the evidence you have provided, and based on the balance of probabilities, it's likely the customer didn't receive any replies from us. We're truly sorry for this and I can assure you feedback has been noted internally. I also want to apologise that this wasn't addressed within our original response to the customer. I also understand the customer raised some concerns regarding documents arriving in an unsealed envelope, which we haven't addressed. Once again, I can only offer my apologies to the customer around this."*

I'm satisfied that the response from Barclays shows their remorse at how they've let Mrs C down. They have stated they are truly sorry and they haven't just stopped at the apology, they have noted feedback internally about this. So I'm persuaded this would be an appropriate step to do and goes over and above what Mrs C has asked, as hopefully the internal feedback may help prevent these things happening again. So I won't ask Barclays to write a separate letter of apology as I'm not persuaded it would be proportionate based on what they have said above. I'm satisfied that the apology above and the £200 compensation for the distress and inconvenience is a fair outcome for the impact that Barclays actions has had on Mrs C.

In summary, Mrs C's response hasn't changed my view and my final decision and reasoning remains the same as in my provisional decision. But I hope she understands my reasons for this if she is disappointed in me not asking Barclays to write a separate letter of apology.

### **Putting things right**

In my provisional decision I said I intend to uphold this complaint in part. I said I intend to ask Barclays Bank UK PLC to pay Mrs C £200 for distress and inconvenience. I'm still satisfied

this is a fair outcome for the reasons given previously.

### **My final decision**

My final decision is that I uphold this complaint. Barclays Bank UK PLC should settle the complaint in line with the instructions in the “*putting things right*” section above.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mrs C to accept or reject my decision before 6 January 2023.

Gregory Sloanes  
**Ombudsman**