

## **The complaint**

Mr S complains that Barclays Bank UK PLC, trading as Barclaycard, did not fairly compensate him after it mis-sold payment protection insurance ('PPI') to him alongside a credit card.

## **What happened**

It appears Mr S originally complained to Barclays about the sale of PPI at some point in or around 2013. Barclays offered to compensate Mr S by £32.05 to settle the complaint.

For reasons that are unclear, a second final response letter was issued to Mr S on 5 January 2016 in which Barclays reiterated its offer of £32.05. But by this time, it had to deduct tax from that offer. By the time Barclays had deducted the tax, it worked out it should pay £29.75 to Mr S.

A cheque for this amount appears to have been issued to Mr S in May 2014, February 2016, and then on 19 October 2016.

In any event, Mr S did not accept that offer and he complained to this service. On 15 December 2016, one of our adjudicators looked at the complaint and thought Barclays should pay an extra £10.25 to Mr S. Barclays said it would pay £10.30 to Mr S. So, altogether, the total amount of compensation due to Mr S at that time was £40.05.

Barclays then sent a cheque to Mr S for £10.30 on 6 February 2017. It wrote to him on 21 August 2017 to say he had not cashed the cheque, so it had been cancelled. Barclays said that if he wanted a replacement, he should make contact.

On 8 June 2020, Barclays wrote to Mr S to say it had noticed he had not cashed his refund cheques. It offered to send the funds to him again by cheque. There has been a significant amount of correspondence between the parties since that time. Barclays has issued further cheques, but Mr S has not cashed them. He does not accept Barclays has paid everything it owed.

Mr S complained to this service on 28 September 2022. He said a full breakdown had not been given to him to explain how Barclays had calculated the refund. He said Barclays had caused him physical and mental health difficulties. He wanted Barclays to pay him the compensation in the form of one cheque with additional interest and to pay £250 to compensate him for the distress and inconvenience it had caused.

In response to our adjudicator's queries, Barclays said that it would reissue compensation to Mr S in the form of one cheque for £40.05. It also offered to pay him a further £100 for the distress and inconvenience he had been put to. Our adjudicator thought this offer was fair.

Mr S did not agree with that view and so the matter has been passed to me to make a final 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 decision is that Barclays' offer to issue one cheque of £40.05 to Mr S and pay a further £100 to him is a fair way to settle this complaint. I'll explain why below.

I can see that Mr S told our adjudicator that if Barclays did not agree to pay him a further £250 in compensation, it would need to provide a full breakdown as to how the refund of £40.05 was calculated.

However, as our adjudicator said in her recent view, the issue of the calculation was considered by this service in 2017 and found to be fair. I do not consider it proportionate for me to revisit that matter in this decision. On that basis, in this decision, I have proceeded on the basis that the total compensation of £40.05 (£29.75 + £10.30) that was offered in 2017 is fair.

The cheques that Barclays sent to Mr S were not cashed. However, I can see that numerous cheques were issued and reissued to Mr S. I note that he did receive a cheque dated 18 October 2016 for £29.75 because he sent a copy to this service. I can also see that a cheque for £10.30 dated 1 March 2022 was received. Again, Mr S sent a copy of that cheque to this service.

It is not entirely clear to me why those cheques were not cashed by Mr S when he got them. But Barclays has now offered to issue a single cheque for £40.05. I'm satisfied that's a fair way to resolve this part of the complaint.

Mr S said he thought Barclays should pay him a further £250 to compensate him for the distress and inconvenience he was put to by Barclays. Mr S says that Barclays caused him physical and mental harm. However, Mr S has not set out specifically what that physical or mental harm was or how Barclays caused that harm.

Mr S said he had to call Barclays on numerous occasions to try and resolve matters. I can see that during those calls, Barclays did agree that it could send one cheque for £40.05, but no further action appears to have been taken. I can see how Mr S's calls and emails to Barclays to chase this would have been inconvenient for him.

Mr S said that as he had not yet been paid compensation, Barclays should recalculate and update the interest he was owed. I've considered whether to tell Barclays to update 8% simple interest up to the date Mr S got that money back. But as I said above, Barclays has offered to pay a further £100 in this case. That amount is likely to be significantly greater than the additional interest that would be paid if Barclays did undertake a recalculation. So I don't think it would be proportionate to tell Barclays to undertake a recalculation of interest when it has offered to pay a great deal more than any further interest that would be calculated.

With all of this in mind, I'm satisfied Barclays' offer to pay an additional amount of £100 is fair compensation for the inconvenience Mr S was put to in chasing a single cheque and to cover the small amount of additional interest that may have been due.

### **Putting things right**

Barclays must:

- issue a cheque for £40.05 to Mr S to compensate him for mis-selling PPI; and
- pay the additional £100 it offered to Mr S in its email to our adjudicator dated 29 November 2022 for distress and inconvenience.

### **My final decision**

I require Barclays Bank UK PLC, trading as Barclaycard, to put things right as I have set out above.

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

reject my decision before 29 March 2023.

Nicola Bowes  
**Ombudsman**