

The complaint

Ms Z is unhappy that Barclays Bank UK PLC provided incorrect information to another bank which meant her instructions to transfer money from that other bank to Barclays were unsuccessful.

What happened

In July 2022, Ms Z tried several times to transfer money from an account she held with another bank to an ISA account she held with Barclays. The attempts were unsuccessful, and Ms Z felt that this was because Barclays were providing incorrect information to the other bank which caused the other bank to decline the transfers. So, she raised a complaint.

Barclays responded to Ms Z's complaint and said they felt the transfers had been declined because of incorrect information held by the other bank, rather than because of any mistake of their own. However, Barclays did acknowledge that they hadn't raised Ms Z's complaint when they first should have done, and they apologised to Ms Z and made a payment of £50 into her ISA account as compensation for any trouble or upset this may have caused. Ms Z wasn't satisfied with Barclays' response, so she referred her complaint to this service.

One of our investigators looked at this complaint. They felt it was evident from the transfer information Barclays had submitted to the other bank that it had been Barclays that had provided incorrect information in those transfer requests. And so, they recommended that this complaint be upheld, and that Barclays should pay a further £100 compensation to Ms Z for the inconvenience and frustration she'd incurred. Ms Z didn't feel the recommendation put forwards by our investigator went far enough, and so the matter was escalated to an ombudsman for 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.

I issued a provisional decision on this complaint on 12 April 2023 as follows:

It seems clear to me that Barclays did provide incorrect information to the other bank as our investigator explained in their view of this complaint. And I note that Barclays haven't attempted to dispute this point when responding to our investigator's view.

So, the question therefore becomes whether the £100 compensation which our investigator recommended that Barclays should pay to Ms Z for the trouble and distress she'd incurred here is a fair compensation amount.

Notably, Barclays have already paid £50 to Ms Z. But as per their complaint response letter, this £50 was paid in relation to Barclays not raising Ms Z's complaint when it first should have been raised, and so I consider that amount to be separate to the compensation I'll be instructing Barclays to pay here for the upset and

inconvenience Ms Z has incurred arising from Barclays providing the incorrect information to the other bank.

Ms Z doesn't feel that the £100 amount is fair and reasonable in consideration of the time and effort that she's expended here, and she references her rate of hourly income as evidence of why a higher amount of compensation should be awarded.

I can appreciate Ms Z's position, but this service doesn't consider a person's hourly rate when assessing appropriate compensation amounts, and this is because this service doesn't consider any one person's time to be any more or less valuable than any other person's time. Instead, this service seeks to determine what a fair compensation amount is in a holistic manner, in consideration of the overall impact that the events in question have had on the complainant in question.

In this instance, after considering the time and effort Ms Z has had to expend here – which is in part demonstrated by the several lengthy recorded telephone calls between Ms Z and Barclays that I've listened to – as well as the evident frustration and distress that Ms Z has displayed when describing these events to this service, I don't feel that the £100 as recommended by our investigator is a fair compensation amount.

Accordingly, my provisional decision is that I'll be upholding this complaint and instructing Barclays to make a payment of £250 to Ms Z, which I feel does provide a fair amount of compensation for the upset and frustration she's incurred here. And as explained above, this £250 is to be paid in addition to the £50 which Barclays have already paid to Ms Z.

Finally, Ms Z has expressed her dissatisfaction that Barclays have paid the £50 into her ISA account and feels that because she'd already made her full ISA contribution for that financial year that this means Barclays have caused her to be in breach of ISA rules.

This service isn't a regulatory body, and so it isn't for me to declare that Barclays have or haven't acted in a non-regulatory manner. But, from a fairness perspective, I don't feel that Barclays actions have potentially impacted Ms Z in the manner she fears here, and this is because I feel the additional £50 paid into her ISA can be easily and reasonably explained.

However, if Ms Z wishes, Barclays should withdraw the £50 from Ms Z's ISA account, along with any interest that £50 may have accrued (which Barclays should then write off) and pay the £50 in combination with the further £250 which I've provisionally instructed above to an account of Ms Z's choosing.

In my provisional decision letter, I gave both Ms Z and Barclays the opportunity to provide any comments or new information they might wish me to consider before I moved to issue a final decision. Ms Z confirmed she was happy to accept my provisional decision, whereas Barclays did not respond.

As such, I see no reason not to issue a final decision upholding this complaint in Ms Z's favour on the basis explained above. In her response to my provisional decision, Ms Z confirmed that she didn't want Barclays to remove the £50 from her ISA account, and so I won't be instructing Barclays to do so.

Putting things right

Barclays must make a payment of £250 to Ms Z to a current account of Ms Z's choosing.

My final decision

My final decision is that I uphold this complaint against Barclays Bank UK PLC on the basis explained above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms Z to accept or reject my decision before 8 June 2023.

Paul Cooper
Ombudsman