

The complaint

Mr P is unhappy that Barclays Bank UK PLC didn't cancel his direct debits and respond to requests for information he made about his Barclays account.

What happened

In March 2021, Mr P wrote to Barclays, having recently been incarcerated, and asked for all direct debits on his account to be cancelled and for Barclays to change the address on his account and to send copies of recent statements to him. Mr P didn't receive any response from Barclays despite repeated requests over several months. So, he raised a complaint.

Barclays confirmed they'd received a request from Mr P dated 16 May 2022 – over a year after March 2021 – and that they'd replied to Mr P shortly afterwards and confirmed that all direct debits on his account were cancelled as requested. However, the requests to change the address and provide statements required a higher level of verification, and because Barclays didn't hold a signature for Mr P, they were unable to verify whether the written requests they'd received were genuine – and so didn't comply with them.

However, Barclays noted that they'd received further requests for the change of address and the statements on 20 June 2022 and 22 July 2022. And they also noted that because Mr P was incarcerated that his access to his Barclays account was limited. As such, Barclays felt that they should have done more to assist Mr P upon receipt of his request, and they updated Mr P's address and provide statements to him as asked. Mr P wasn't satisfied with Barclays' response and noted that he'd first requested that his direct debits be cancelled in March 2021, not May 2022. So, he referred his complaint to this service.

One of our investigators looked at this complaint. They felt that there wasn't any compelling evidence which confirmed that Mr P had attempted to contact Barclays during 2021 as he suggested, and they felt that Barclays had responded to the first contact they'd received from Mr P in May 2022. However, our investigator didn't feel Barclays' acknowledgement that they should have actioned Mr P's requests sooner than they did fairly addressed the trouble and worry Mr P had incurred as a result, and so they recommended that Barclays should make a payment of £50 to Mr P as compensation for that trouble and worry. Mr P remained dissatisfied, 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.

Having done so, I'd like to begin by confirming that this service isn't a regulatory body or a Court of Law and doesn't operate as such. This means that it isn't within my remit here to declare that Barclays have or haven't acted in a non-regulatory or unlawful way.

Instead, this service is an informal, impartial dispute resolution service. And while we do take relevant law and regulation into account when arriving at our decisions, our remit is focussed

on determining whether we feel a fair or unfair outcome has occurred – from an impartial perspective, after taking all the circumstances and factors of a complaint into consideration.

When Mr P submitted his complaint to this service, he said he'd been submitting requests to Barclays in writing since March 2021. But the first letter Barclays have record of receiving from Mr P wasn't until May 2022. Our investigator questioned Mr P about this and noted that Barclays had said that cash withdrawals had been made using Mr P's debit card in 2021.

In response, Mr P explained that requests had been made to Barclays to cancel his direct debits in 2021, but that these had been done by telephone by persons other than himself on his behalf. As such, given that it wouldn't be expected that Barclays would have acted to cancel the direct debits upon verbal requests to do so from persons other than Mr P, I'm satisfied that it is most likely that the first written request that Barclays received from Mr P – and upon which they could reasonably act – was the letter received by them in May 2022.

Given that the May 2022 letter included that Mr P was incarcerated, which meant his ability to access his account was restricted, I'm in agreement with Barclays that they should have done more to assist Mr P at that time. Although I'm pleased that Barclays did recognise this point and did update Mr P's address and provide the requested statements to Mr P at the time of their response to his complaint.

But I'm also in agreement with our investigator that Mr P has incurred a degree of upset and inconvenience because Barclays didn't take his circumstances into consideration more quickly that should have been avoided. And I feel that Mr P should receive some small financial compensation from Barclays in acknowledgement of this upset and inconvenience.

Matters of compensation can be subjective. But the £50 as recommended by our investigator seems fair to me, given the full circumstances of this complaint. These include that Barclays did act in accordance with their processes here – signature verification is required by Barclays for written requests for statements and to change an address. And I feel this £50 compensation amount is a fair amount for Barclays not recognising that they needed to make an exception to their process as quickly as they should have realised this.

All of which means that I'll be upholding this complaint in Mr P's favour and instructing Barclays to make a £50 payment to him. It's my understanding that Mr P has provided details of a third-party that he'd like the compensation paid to, and so Barclays should honour Mr P's request accordingly.

Putting things right

Barclays must make a payment of £50 to Mr P.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 10 August 2023.

Paul Cooper
Ombudsman