

The complaint

Mrs I is unhappy with several aspects of the service she received from Barclays Bank UK PLC, including that they stopped providing the type of savings accounts she held with them and changed her savings accounts to a different type.

What happened

To briefly summarise: On 2 November 2022, Mrs I received a text message from Barclays which said that on 15 November 2022, Barclays would be changing the savings account she held with them to a different type of savings account. The text message also explained that as a consequence of the change of account type, Barclays would be stopping the sweep agreement that Mrs I had in place, as such an agreement wasn't offered on the new type of account. Mrs I wasn't happy about this, so she raised a complaint.

Barclays responded to Mrs I and confirmed that it had made a commercial decision to no longer offer the type of savings account that Mrs I held. Mrs I wasn't satisfied with Barclays response, so she referred her complaint to this service.

One of our investigators looked at this complaint. But they didn't feel Barclays had acted unfairly in how they'd managed the situation and so didn't uphold the complaint. Mrs I 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. 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 factors and circumstances of a complaint into consideration.

I also note that Mrs I has provided several detailed submissions to this service regarding her complaint. I'd like to thank Mrs I for these submissions, and I hope she doesn't consider it a discourtesy that I won't be responding in similar detail here. Instead, I've focussed on what I consider to be the key aspects of this complaint, in line with this service's role as an informal dispute resolution service.

This means that if Mrs I notes that I haven't addressed a specific point she's raised, it shouldn't be taken from this that I haven't considered that point – I can confirm that I've read and considered all the submissions provided by both Mrs I and Barclays. Rather, it should be taken that I have considered that point but that I don't feel it necessary to address it directly in this letter to arrive at what I consider to be a fair resolution to this complaint.

Before sending the text message to Mrs I on 2 November 2022, Barclays sent a letter to Mr I on 9 August 2022 which gave written notice of the changes they intended to make. This letter provided Barclays reasons for making the changes as follows:

“We regularly review the accounts we offer and have decided to stop providing some savings account so we can offer a simpler product range.”

Mrs I has said that she never received this letter. However, I’m satisfied from the information provided to this service by Barclays that the letter was sent, and that it was addressed correctly to Mrs I at the address which she has provided to this service as being hers.

As such, while I accept that Mrs I may not have received the 9 August 2022 letter, given that the non-delivery of correctly sent mail isn’t something over which Barclays have any direct control, I wouldn’t consider Barclays to be responsible for this. Therefore, while I accept that Mrs I not receiving this letter was unfortunate, I don’t feel that it constitutes an unfair act.

I’m also satisfied that it’s fair for Barclays – or indeed any business – to be able to choose which services they offer or continue to offer. And I note that Barclays right to stop providing any services it chooses to stop providing is included in Barclays terms and conditions for personal customers, as follows:

“When we can close an account or end a service

We can close an account (and stop providing any services and end this agreement) by giving you at least two months’ notice. Any benefit or services linked to your account will stop at the same time”

Mrs I notes that her savings accounts had their own terms and conditions (additional terms), and that, as per Barclays, these additional terms take priority over any others, including the terms and conditions for personal customers quoted above. And Mrs I also feels that the additional terms for her savings account have been in place since she opened the account in the early 1990’s, and that these terms prohibit Barclays choosing to no longer provide that account as they’ve done.

As explained, this service isn’t a regulatory body or a Court of Law, and so it isn’t for me to decide whether Barclays have or haven’t acted in an illegal or non-regulatory manner. However, from a fairness perspective, I don’t feel that it’s reasonable for Mrs I to consider that the terms of an account she opened approximately 35 years ago remain unchanged.

Rather, I feel that Barclays can fairly update the terms of their account and I note that they have notified Mrs I by email about their updated terms on at least one occasion. And, more importantly, as explained, I also feel that its fair that Barclays can choose to no longer provide certain accounts at their discretion, as they’ve done in this instance.

Mrs I believes that the reasons that Barclays have chosen to no longer provide the account type she held - and as a consequence to no longer provide the sweep agreement that the account type benefitted from – is a direct consequence of her complaining to Barclays previously about their failure to correctly implement that sweep agreement.

I’m not convinced that Barclays have chosen to stop providing a type of savings account to all of its current and future customers based solely on Mrs I’s prior complaint to them. But if Mrs I’s prior complaint was a factor in Barclays decision to stop providing that type of account, then I feel that would still be a commercial decision that Barclays would fairly be entitled to make.

Finally, I note our investigator explained to Mrs I that if she still wanted to transfer money from her savings account after the account type was changed, that she could do so by visiting a branch and setting up standing orders as required. Mrs I responded that Barclays letter specifically stated that she could only transfer money via the online banking or the Barclays mobile app – neither of which she wants to use. However, while Barclays letter does refer to these channels, it doesn't say that such channels must be used exclusively.

All of which means that don't feel that Barclays have acted unfairly as Mrs I contends here, and it follows from this that I won't be upholding this complaint or instructing Barclays to take any further or alternative action. I realise this won't be the outcome Mrs I was wanting, but I trust she'll understand, given what I've explained, why I've made the final decision I have.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs I to accept or reject my decision before 19 March 2024.

Paul Cooper
Ombudsman