

## **The complaint**

Mr S complained about Barclays Bank UK PLC (Barclays). He said Barclays was responsible for a delay in an ISA transfer from it to a third party.

Mr S said it should compensate him for interest he would have received if it hadn't caused a delay. He said it has caused him distress and inconvenience in how it has dealt with his transfer and with his complaint.

## **What happened**

Mr S held a stocks and shares ISA with Barclays. On 14 January 2023, he requested a transfer of some of his funds that he held in the ISA to a third-party cash ISA.

Mr S said he and the third party chased up Barclays on several occasions to make the transfer happen but there was a lengthy delay. He said Barclays is responsible for this and it should compensate him for lost interest payments as well as for the stress its failings have caused him.

Barclays has told our service that there wasn't any significant delay in the transfer. But there was a long delay in it accepting the transfer instruction from the third party. It said it wasn't able to accept the third party's initial instruction because it hadn't made some of the detail clear.

Barclays said it received a second request from the third party on 1 February 2024, where it requested Barclays contact Mr S to clarify but it said it wouldn't do this and it was for the third party to do. Barclays said it unfortunately didn't respond to the third party until 21 March 2024 and accepts that it caused a delay here. For this it said it has offered Mr S £100 compensation for the frustration it caused.

Barclays said though that this delay was caused before the transfer had started and the cause of the transfer not starting was because the third party hadn't given it a clear instruction. It said the third party did this on 4 April 2023 and it sent a cheque to it on 11 April 2023.

Mr S was not happy with Barclays' response or offer of compensation.

I issued a provisional decision on this complaint in February 2024. Both parties have received a copy of that provisional decision, but for completeness I include an extract from the decision below. I said;

*"I have independently reviewed Mr S's complaint. In doing so I have arrived at the same conclusions as the investigator. I am upholding Mr S's complaint, and I will explain why.*

*Mr S said he put a transfer request in with a third party, to partially transfer £45,000 in cash from his Barclays stocks and shares ISA to it. He has provided a screenshot of an email received from the third party that confirms he did this on 14 January 2023.*

*Mr S has explained to our service that he held £45,000 in cash on his Barclays ISA account and was looking to make the transfer because, he said, he could see that he wasn't getting interest with it being in his stocks and shares ISA. He was looking to move it to a cash ISA to obtain a better rate of interest.*

*Barclays said it received the transfer request from the third party on 26 January 2024 and that it rejected it. It said there was certain information it needed, that wasn't made clear. It said it wasn't until 4 April 2023, that it received the information it needed to proceed.*

*Barclays said it wasn't made clear whether the cash was to be taken from the current years ISA allowance or previous years. It also said it was unclear as to whether it was a full or partial transfer request.*

*Barclays rejected the request and specified with our service why it did this. But I can see that the third party had provided that information from the outset. Barclays had all of the information it needed to proceed with the transfer request from 26 January 2024 when it said it received the form from the third party.*

*Government guidelines state that a transfer between a stocks and shares ISA and cash ISA should take no longer than 30 calendar days. So, with this in mind, I think Barclays ought to have completed the transfer from 25 February 2023.*

*Barclays said it sent a cheque to the third party on 11 April 2023 and from its point of view had completed the transfer on this date. I am persuaded based on what I have seen that it did send the cheque on this date. So, based on what I have concluded already, I think Barclays are responsible for a delay here. I currently think because of its failings, Mr S has lost out and so it needs to put things right.*

*Mr S has been clear about the purpose of his transfer: he was looking to receive a higher rate of interest. I think, but for Barclays failings, Mr S would have received interest on his funds sooner. So, Barclays should pay compensation for this. Mr S has provided information to our service, that shows the rate of interest that he would have received if Barclays had transferred the money sooner. I think Barclays should compensate him for the delay, using the rate of interest Mr S had received, if the transfer had been carried out sooner.*

*I can see that Barclays has offered Mr S £100 compensation for what it had taken responsibility for, this being a delay where it said it ought to have got back to the third party. But I don't think that is enough, in the circumstances of Mr S's complaint. As I have already concluded, I am currently minded that Barclays were responsible for the delay from start to finish. This would have caused Mr S distress and inconvenience as he tried to chase it up on a number of occasions.*

*I think Barclays has made a series of errors here, that have contributed to Mr S's distress and inconvenience, including not actioning the transfer, then delaying it on more than one occasion, and then not taking responsibility for it. I think a payment of £300 to Mr S for this, would be a fairer reflection of what has happened."*

*I asked both parties to let me have any comments, or additional evidence, in response to my provisional decision. Mr S responded on 22 February 2024 and said he was happy to accept my recommendations. Barclays didn't respond by the deadline.*

### **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.

Neither party has anything further to add that I feel I need to comment on or that will change the outcome of this complaint. So, because of this, I don't see any reason to depart from my findings within my provisional decision. So, I uphold Mr S's complaint and Barclays now needs to put things right.

### **Putting things right**

To put things right in all the circumstances of Mr S's complaint, Barclays should look to do the following:

- Pay Mr S interest at 4.2% simple per year, on the amount he was looking to transfer, this being £45,000; for the delay Barclays caused, this being between 25 February 2023 to 11 April 2023.
- Pay Mr S £300 for the distress and inconvenience caused for the reasons I have already given.

### **My final decision**

My final decision is that I uphold Mr S's complaint about Barclays Bank UK PLC. I direct Barclays Bank UK PLC to put things right as I have described above.

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

Mark Richardson  
**Ombudsman**