

## **The complaint**

Mrs F complains about how Barclays Bank Plc handled the transfer of her stocks and shares ISA.

## **What happened**

Mrs F held an existing stocks and shares ISA with another business. I'll call that business the 'transferor' and refer to the ISA as an 'investment ISA' for ease of reading. She also held a cash ISA with Barclays.

On 23 November 2023, Mrs F opened up a new cash ISA with Barclays. She transferred her existing cash ISA across to the new one and also attempted to arrange the transfer of her existing investment ISA through her Barclays app.

Mrs F's husband held the same type of ISAs with Barclays and the transferor and he also attempted to do transfers after opening the new ISA on the same day. However, he experienced technical issues with the app. Mr and Mrs F therefore called Barclays to attempt to resolve the matter by telephone.

Mr F says he and Mrs F were told interest would be payable on all transfers from 23 November 2023 – and that included the investment ISA. Despite asking for information to be emailed, Mr F was told that his and Mrs F's requests for transfers had to be dealt with via post and paperwork would be issued to them.

Mr and Mrs F placed several calls over a number of working days thereafter, as the paperwork still hadn't been received as promised. Barclays says it sent a letter and the required ISA transfer form on 28 November 2023.

Mr F and Mrs F then attended the nearest Barclays branch to their home address. It was confirmed to them there that the transfer process was underway, but the branch did not have any printer available to produce a paper copy of the form to them.

Mr and Mrs F then made several further calls to Barclays – after which it agreed the form could actually be issued to each of them by email. Mr and Mrs F thereafter completed and returned the forms in a tracked letter on 6 December 2023. Barclays received it the following day.

Barclays processed receipt of the forms on 11 December 2023 and sent them accordingly to the transferor. The transferor accordingly sold down the holdings in Mrs F's ISA and sent the cash value by cheque to Barclays – which it received on 22 December 2023.

However, Mr and Mrs F were not kept up to date with this process. He and Mrs F called Barclays again several times. They were told eventually that a senior manager would call them back – but this never happened.

On 15 January 2024, the transferor sent Barclays a dividend payment cheque for Mrs F's ISA.

Around that time, Mr and Mrs F asked their financial adviser for help, as they hadn't heard anything about their ISAs and they were becoming increasingly concerned about the whereabouts of their funds – which combined were over £100,000. They say they were shocked to discover that the transferor had completed everything before Christmas.

Mr and Mrs F therefore called Barclays the same day and asked for more help from it to locate their funds, given their particular concern. The adviser wasn't able to access the relevant records but he was able to tell another branch that Mr and Mrs F would visit the following day.

Mr and Mrs F had to cancel a medical appointment at a cost of £80 on 17 January 2024, and instead travelled to a second Barclays branch in another town. Mr and Mrs F say that the person they dealt with in the branch had impeccable customer service, but she couldn't help them either – instead she had to speak with Barclays's relevant team via online chat. This was unsuccessful after a couple of hours and the matter remained unresolved.

The staff member updated Mr and Mrs F daily for the next two weeks until the funds were eventually received into Mrs F's ISA on 1 February 2024. This transfer was undertaken by BACS, after the two previous cheques from the transferor were cancelled.

However, a letter sent to Mrs F dated 26 January 2024 arrived with Mr and Mrs F on 2 February 2024, which said that interest would only be backdated to when funds were received. Mr and Mrs F said they were told this would be backdated to November 2023. Mr F did not receive the same letter.

They therefore queried this with the staff member from the second branch. Mr and Mrs F were given calculations for interest which would be backdated to November 2023 as Barclays had promised this. It agreed to add backdated interest payments to the cash ISAs and the end of the fixed term for each of them.

On 9 February 2024, Mr and Mrs F complained. They said that aside from the time spent on numerous fruitless phone calls, they had between them spent around 14 hours travelling to/from and waiting in the two Barclays branches. They also said that they'd had suffered with severe stress and sleepless nights due to the worry and inconvenience of it all. It was only the persistence of the branch staff member who identified their acute distress. They said that they doubted they'd have otherwise been able to track their funds down.

On 20 February 2024, Barclays upheld the complaint. It accepted and agreed it had caused numerous delays with its app, by not cashing the relevant cheques and by failing to call Mr and Mrs F when it said it would. It also provided inconsistent information, since it could send the transfer form by email, but failed to accommodate this at an earlier opportunity.

To resolve the issue, Barclays agreed to pay Mrs F £300, along with refunds for the £80 fee and £7.50 postage he and Mrs F had incurred.

Mr F brought both his and Mrs F's complaints to this service. He said that they did not believe Barclays had gone far enough in compensating them financially.

Mr F set out how it wasn't actually possible to put a monetary value upon the stress and anxiety that they were each put through – but they had been treated shabbily by their bank. Mr and Mrs F had been on the verge of seeking legal help, and they spent a lot of effort resolving the issue. They felt the overall compensation should be increased to £1,500 each.

An investigator from this service considered the complaint, and he agreed that Barclays needed to do more to resolve it. He felt that the proposed payment made to Mrs F for the upset she had been caused should be increased by a further £250. In Mr and Mrs F's case, a significant amount of effort had been made on their part to resolve the matter, including travel to Barclays branches that were a notable distance from their home.

Mr F said he and Mrs F were pleased for the investigator's assistance with the complaint and clarified that the £80 he and Mrs F had been paid wasn't a fee for any Barclays appointment but reimbursement of a charge they'd jointly incurred for a medical appointment.

Barclays didn't accept the investigator's view and asked for the complaint to be passed to an ombudsman. It said it wasn't minded to pay more compensation in the circumstances, and it wanted an ombudsman to review the amount.

### **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.

Mr and Mrs F have each brought complaints to this service about Barclays, as they were both seeking to transfer their investment ISAs to cash ISAs at the same time. This has resulted in two complaints being pursued at this service. Though these decisions will include much of the same wording, they are each individual - and this decision is specific to Mrs F's complaint.

This service's role is to investigate disputes and resolve complaints informally, whilst taking into account relevant laws, regulations and best practice. In reaching my decision, I'll focus on the issues I believe to be central to the complaint to decide what I think is fair and reasonable in all of the circumstances. We are not a court; and though there are rules I may rely on in respect of complaint handling procedures, I am not required to comment on each point or make specific determinations on every submission put forward by the parties.

On general grounds, I'd expect to see that a business moves an ISA transfer along as quickly as is practicable in the circumstances. Each stage of a transfer may necessitate a different amount of human intervention and effort. Normally, in order to decide how long a transfer ought to have taken, I'd take into account a business's own service level agreements and any wider standards. Furthermore, industry guidance requires transfers of this type to be completed within 30 calendar days.

I note that in terms of the primary outcome and redress for this complaint, both parties have agreed that the matter is resolved. By that I mean that Barclays has correctly identified that the ISA transfer took far longer than it should have, and several mistakes occurred throughout the transfer process which caused a delay of over two months.

What this service does is consider if a business has treated its customer(s) unfairly because of actions or inactions. And if it has done so, we then go on to consider what ought to be done to put the mistake(s) right. Had Barclays correctly accepted the cheques from the transferor, I believe the full transfer could have been within the relevant time limit – and Mrs F could have been informed in a timely manner about that. Barclays has fairly addressed this issue, by backdating interest on Mrs F's ISA to November 2023.

However, the parties disagree over the compensation Barclays has paid Mrs F for the impact of its errors. Mrs F believes the compensation should extend to some £1,500. Barclays believes the amount paid thus far – of £300 – is sufficient.

As well as putting right any financial losses in a complaint (which involves Barclays backdating any tax free interest paid as agreed) this service will also consider the emotional or practical impact of any errors on a complainant. In doing so, we do not fine or punish businesses; that regulatory role falls to the Financial Conduct Authority.

It may be helpful for Mrs F to review to the guidance available on our website around the amounts and types of awards made in instances of upset, trouble, inconvenience and distress caused by businesses in the complaints we see at this service.

Considering the impact of Barclays's mistakes, I agree that a slightly higher award is appropriate here. I am mindful of Mr and Mrs F's particular circumstances. They were transferring crucial savings to cash; they are in their 70's and 80's and they've explained their particular fears of not knowing where these funds were – given they had no means to replace them. Furthermore, they have had to undergo travel to two branches (as known to Barclays beforehand) and considerable effort to contact Barclays on many occasions to sort things out. In my view, an award exceeding the £300 paid by Barclays already is fair where the impact of its series of mistakes has caused Mrs F considerable distress and worry as well as a notable disruption requiring a lot of extra effort on Mr and Mrs F's part to resolve.

### **Putting things right**

I direct Barclays to pay a further £250 to Mrs F, to reflect the concern and trouble she has been caused, following Barclays's failure to correctly assist her with the ISA transfer from the transferor business. That comprised myriad errors, which Barclays has rightly accepted in its final response letter, but these had a sizeable impact in Mrs F's particular circumstances.

This sum should be paid to Mrs F within 28 days of receiving notice of Mrs F's acceptance of my final decision. If it pays later than this it must also pay interest on the compensation from the deadline date for settlement to the date of payment at a rate of 8% simple per annum.

### **My final decision**

For the reasons explained, I uphold this complaint. I direct Barclays Bank UK Plc to pay the additional compensation I have set out above to Mrs F. I make no other award.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs F to accept or reject my decision before 10 February 2025.

Jo Storey  
**Ombudsman**