

## **The complaint**

Mr C and Mrs C complain that Barclays Bank UK PLC misled them into believing that the only fixed rate savings account available to them was an ISA, when this was not correct. I appreciate that this is a joint complaint, though for convenience, except where otherwise stated, I shall refer to Mr C throughout this decision.

## **What happened**

Mr C attended a branch of Barclays in November 2023. He explained that he was looking to open a fixed term savings account. The adviser told him that they could only offer an ISA. Mr C was surprised as he had seen that a fixed term account was available from the Barclays website. He was told that he needed to confirm he hadn't taken out an ISA in the previous financial year. And he was upset when his word in this respect wasn't accepted and that he had to check this with his other bank. He did so, and had to reattend the branch.

Subsequently in January 2024, Mr C successfully opened a one year savings bond with Barclays.

In its final response letter in April 2024, Barclays accepted that the advice given to Mr C was wrong. Although it did say that, in connection with the taking out of an ISA, the adviser had acted properly in asking him to check with his other bank. It offered and subsequently paid £200 compensation. When Mr and Mrs C referred their complaints to the Financial Ombudsman Service, Barclays offered a further £150.

Our Investigator reviewed the matter and said that Barclay's offer was reasonable and was a fair outcome in the circumstances.

Mr C did not accept this, especially as I understand it because he wanted us to investigate his assertion that the adviser deliberately lied in order to sell them an ISA.

The matter has been passed to me for an Ombudsman's consideration.

## **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.

First of all, I am aware that Mr and Mrs C's complaint had a number of other elements to it, most of which concerned alleged discrimination over a blocked payment. Those issues have been dealt with fully in a separate complaint, so I will not refer to any such issues here.

I should advise that we act as an alternative dispute resolution service, our function is to resolve matters informally. We do not have the power to interview or cross examine members of staff at the branch, nor can we take evidence on oath which would be more appropriate in a court setting. Given the informality of the process and the limits of our powers, I have to decide matters on what I think is most likely to have happened.

Mr C was given the wrong advice when he attended the branch. Barclays has admitted that

and paid compensation. It hasn't been alleged that Mr and Mrs C suffered any financial loss. I've considered that the allegation that the adviser gave the wrong advice deliberately in order to sell Mr C an ISA. Given what I have said about our powers, I think that it is most likely that the adviser made an error. I've seen no indication in Barclays' responses that the adviser gave deliberately misleading advice. Barclays has confirmed that it has given the appropriate feedback.

Because Mr C was given the wrong advice, he was put to the inconvenience of having to check with his other bank about his ISA status and had to re attend the branch. Purely from the point of view of taking out an ISA, I don't think it was wrong for Barclays to ask Mr C to check his ISA status. I'm persuaded that any customer would be asked to do this, and I've seen no indication that Mr C was singled out because of his age. And, given my view that I think it was an error on the part of the adviser, I've seen no evidence that any other customer would not have been subjected to the same error.

As our Investigator has said, this particular complaint arose at the same time and was connected to the other complaint about the blocked payment. Compensation has already been paid in respect of that complaint. But so far as this particular complaint is concerned, I do think that Barclays has made a fair offer which is appropriate in the circumstances of the case. That is, that it pay a further £150.

### **My final decision**

Barclays has already made an offer to pay a further £150 to settle the complaint and I think this offer is fair in all the circumstances.

So my decision is that Barclays Bank UK PLC should pay £150.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C and Mrs C to accept or reject my decision before 28 November 2024.

Ray Lawley  
**Ombudsman**