

complaint

Mr T's complaint is about a withdrawal, by Barclays Bank Plc, of a waiver it previously applied to the quarterly administration fee in his account. He says the withdrawal has not been done with proper notice, that the waiver should be reinstated until such notice is given and that the notice period should be longer than the 30 days stated in the terms for the account.

background

One of our investigators looked into the complaint. He did not uphold it, but he reached this conclusion because he considered that Barclays had already redressed the matter.

The investigator referred to the contents of Barclays' final decision letter on the complaint. Within it, Barclays said:

- The complaint is about Mr T's unhappiness with the fee structure in its Smart Investor platform – within which the fee waiver was withdrawn – and that he wants Barclays to "*merit previous charging tariffs*".
- It will not adapt the fee structure for individual clients as it must treat all clients equally.
- It apologised for Mr T being given incorrect information, at a Barclays branch, that his previous fee structure would not change.
- As compensation, his account's administration fee for the first quarter – beginning in November 2017 – will be waived and a £50 credit will be applied to his account for the inconvenience caused to him. However, "*all further account fees will stand*".

The investigator concluded that Mr T's entitlement to notice about the fee waiver withdrawal/change of fee structure was not met as he had not seen evidence that such notice was given to him. However he considered that the fee waiver applied to his account for the first quarter of the new fee structure (in addition to the £50 credit) was fair and reasonable compensation that resolved the matter. He also noted Barclays' right to change the terms and conditions for the account, as it did for the new fee structure applied after the waiver for the first quarter. The investigator essentially concluded that Mr T's complaint in pursuit of more action/redress – on the basis summarised at the outset/above – should not be upheld because the matter has already been fairly resolved.

Mr T disagreed and questioned some aspects of the investigator's references to the background changes to his account from 2016 to date. In the main and with regards to the crux of his complaint, he made the specific arguments that the absence of a formal notice of fee changes (or withdrawal of the previous fee waiver arrangement) from Barclays remains and should be rectified; and that, on that basis, the previous fee waiver arrangement should continue to apply until such notice is given (with such notice being at least 30 days long, or more). The matter was referred to an ombudsman.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I do not uphold Mr T's complaint because:

- It seeks more than Barclays has already done to address the complaint and I am satisfied that what Barclays has already done to address the complaint is sufficient, fair and reasonable in the circumstances of the case.
- Mr T's complaint to Barclays was presented in February 2018. At the very latest, he knew about the fee structure change at the time. I understand his point about the notice requirement that should have been complied with but was not. However, waiver of the first quarter of new fees – from November 2017 to February 2018 – for his account is a fair and reasonable form of compensation in this respect.
- I am not persuaded to adopt an overly stern approach in assessing whether this compensation did or did not relate *directly* to the specific matter of lack of notice. I can reasonably determine the matter on the balance of probabilities. On balance, given that Barclays' final response letter addressed the fee structure change issue and misinformation given to Mr T; and given that the decision to waive the first quarter of new fees was made in a telephone conversation between both parties, before the final response but was also related to the same complaint and to the final response; I am satisfied that, overall, the relevant considerations related to the same complaint and the resolution applied by Barclays also related to the same complaint.
- I am also not persuaded to adopt such an approach to Mr T's point about the provision of notice as prescribed in the terms and conditions. Mr T has known since February 2018, at least, about the fee structure change and about the end of the previous fee waiver arrangement he had. It would be arguably artificial and unreasonable, especially in the context of the fair resolution that Barclays has already applied to the matter, to pretend that Mr T does not know what he clearly knows and then to pretend that notice in that respect is warranted.

my final decision

For the reasons given above, I do not uphold Mr T's complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 31 January 2019.

Roy Kuku
ombudsman