

complaint

Miss N complains on numerous grounds about Barclays bank Plc (“Barclays”) following a Department of Work and Pensions (“DWP”) refund from her mortgage account.

background

Miss N brought two previous complaints to this service following her dispute with Barclays. These two disputes were resolved in Miss N’s favour where I made 2 separate awards for the distress and inconvenience caused.

For brevity I summarise the previous 2 complaints below and shall call them “Complaint 1” and “Complaint 2”.

Complaint 1 (Service Ref: 1591-5738) involved Miss N complaining that Barclays issued a refund of £2691.58 to the DWP from her mortgage account without informing her. In this decision I was satisfied that Miss N didn’t challenge the fact that the DWP was entitled to this sum of money. So I thought Miss N hadn’t lost out financially as the DWP was entitled to this money. However, I made an award to recognise the fact that Barclays didn’t inform Miss N about the refund and that this had caused Miss N stress and worry.

Complaint 2 (Service Ref: 1591-5867) involved Miss N complaining that during telephone calls to Barclays she was provided with two drastically different redemption figures. Miss N said she found the experience stressful and that Barclays was aware at this time that she was taking tablets for a medical condition. The call handler that dealt with the call didn’t transfer the call to a manager when Miss N requested this. She said she had to call Barclays a second time and speak to a different call handler in order to be transferred to a manager.

In this decision, again, I recognised that Barclays didn’t treat Miss N fairly and that an award for distress and Inconvenience warranted a sum of £250. I didn’t find any evidence to suggest that the call handler was malicious, but thought nonetheless that Barclays did know about Miss N’s medical condition and that the calls did cause Miss N moderate upset.

Following these two complaints Miss N brings her latest complaint to this service. I’ve summarised Miss N’s latest complaint and use her own words, to express her concerns. Miss N says that:

- 1) She wasn’t told about the DWP refund that had been given, and that her arrangement had to be increased by 2 pounds due to the refund being given and that she wasn’t told that the arrears arrangement was due to end or had ended;
- 2) She received conflicting information about whether her arrangement was in place during a telephone call with Barclays;
- 3) She received a letter about a DWP refund having been made some 15 months after the refund had been made;
- 4) She received harassing phone calls;
- 5) Her credit rating has recorded the fact that she was 8.19 months in arrears and wasn’t provided with the opportunity to put right her credit file having found out about the DWP refund some considerable time later.

Barclays investigated Miss N’s current concerns above and decided to uphold the complaint and offered £600 to acknowledge the administrative errors it caused.

An adjudicator considered Miss N's complaint and decided that he couldn't consider Miss N's complaint points number 1 and 3 as he felt they were dealt with by Miss N's previous complaints and my decision made in those cases.

In considering Miss N's further complaint points the adjudicator acknowledged there was an arrears hole that came about due to a legitimate underfunding issue. He thought the ensuing letters and calls were to be expected. So, in forming his decision he concluded that Barclays did nothing wrong in approaching Miss N to try and recoup what was owed. In deciding the case he also thought that Barclays accurately recorded the arrears on Miss N's credit file. He decided that Barclay's offer of £600 in acknowledging its level of service fell below of what was to be expected was fair.

Miss N disagreed and asked for an ombudsman to consider all of her arguments and comments and to make a final decision.

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've considered also what Miss N tells me and has gone to great lengths explaining; as well as her more detailed letter of the 16 June 2015. I've also re-visited my previous decisions and the correspondence on those complaints involving Barclays.

At the outset I'm not upholding this complaint. I know this may come as a disappointment to Miss N. But I hope that my reasons can explain why I've come to this decision.

The adjudicator in this case thought that Miss N's complaint point numbers 1 and 3 had been dealt with by my previous decisions in Complaint 1 and Complaint 2. I'm afraid I agree with the adjudicator here. Miss N's complaints here are about the level of service she received after discovering the arrears situation following the DWP refund. However, the money was correctly refunded; and Miss N as far as I'm told never challenged the amount owing to the DWP. So Barclays was correct in the actions it took.

So I'm left with a situation where Miss N complains now that she wasn't told that the DWP refund had occurred and that this had an impact upon her payment arrangement; and that she wasn't informed by letter until some 15 months after (complaint 3). These are service matters. Her complaints 1 and 3 are complaints about Barclays' service which was the crux of Miss N's previous dispute with Barclays I've decided under Complaint 1.

I've looked at my previous decisions and I'm satisfied that complaint points 1 and 3 of this present complaint falls within Complaint 1 which I've already decided (ref: 15915738). I've already dealt with the issue of Barclays failing to inform Miss N that it had issued the refund to the DWP and I'm satisfied that Miss N's current complaint points here falls within those considerations.

I've gone on to consider complaint points 2,4 and 5. And I agree with the adjudicator that Miss N must've known that the DWP refund was due at some stage. I can appreciate where Miss N tells me now that she received conflicting information about the start and end date of the repayment arrangement during a telephone call. And I don't doubt that her recollections of this are her honest recollections. But I think Miss N hasn't lost out here even if this was the case. I shall explain why.

I agree with the adjudicator that Miss N's account was subject to a repayment plan and I haven't seen anything to suggest that Miss N has been denied a chance to repay the monies outstanding. I say this because I think Miss N would've known the situation with the DWP, and from this she would've known that repayment at some stage was due. I've also not seen anything which suggests to me that Miss N had the means at the time to repay the arrears hole. So I can't say that she's been denied a chance to repay the arrears.

I've considered the harassing calls that Miss N tells me about. And how they usually occurred on a Monday morning. I'm not told of the impact that these had on Miss N; but I can understand her frustration when she wasn't informed as to the reason why these calls occurred. I can only begin to imagine the impact these had upon Miss N in light of her circumstances. I would ordinarily look to see how the calls have impacted upon Miss N and the distress and inconvenience that these would've caused her. But I can see that Barclays has already offered £600 in acknowledging that its level of service fell below what was to be expected.

In relation to Miss N's credit file I agree with the adjudicator that Barclays had to accurately report to the credit reference agencies.

So in terms of the current complaint, I don't make any decision on complaints 1 and 3 because I've already decided these matters. I've gone on to consider Barclays' offer of £600 and this places the trouble and upset it caused Miss N in the "Substantial" banding. I think this is correct in this case in light of the remaining complaint points. If I was to uphold this case I would be looking at a substantial award for the distress and inconvenience caused in terms of the poor service levels Miss N has suffered. The offer of £600 is what I would be suggesting in this case and I agree with the adjudicator in this regards.

I think the offer is reasonable and for this reason I don't uphold this case. I simply leave it to Miss N to accept the £600 Barclays' has offered – if she hasn't done so already.

my final decision

I don't uphold this complaint and I make no award against Barclays Bank Plc Under the rules of the Financial Ombudsman Service, I'm required to ask Miss N to accept or reject my decision before 11 April 2016.

Daniel Lucas
ombudsman