

complaint

Mr B complains that Barclays Bank UK PLC ('Barclays') has consistently failed to provide him with on line access to his account, following the transfer of his account to its 'smart investor' service. Mr B complains that Barclays has not properly dealt with his complaints and has failed to recognise the distress and inconvenience this matter has caused.

background

Mr B has made several complaints to Barclays about failings in its online 'smart investor' service. Barclays has acknowledged that its service to Mr B has been below the standard he reasonably expects and below that which it wants to provide its clients. It has paid, or offered, Mr B compensation payments in respect of his various complaints.

Our adjudicator concluded that the compensation offered or paid to Mr B adequately reflected his distress and inconvenience caused by Barclays acknowledged failings.

Mr B feels these payments do not adequately reflect the distress and inconvenience to which he has been put. He did not agree with the conclusions of our adjudicator.

As agreement was not reached, the matter has been referred to me.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Let me say at the outset that I understand why Mr B is so frustrated at the poor service he has received from Barclays over a considerable period. That Barclays has periodically acknowledged its poor service and offered Mr B compensation for this on the occasions he has complained rather misses the point.

What Mr B wants is efficient on line access to his account with accurate information reflecting the value of his portfolio of investments in his SIPP. Barclays has failed to provide him with this service historically and hence his complaints.

The brochure which Barclays sent to Mr B describing its new 'smart investor' service said:

'Our new direct investing service will give you a better way to manage your account, making everything clear, simple and easy to use.'

This has clearly not been Mr B's experience of the 'smart investor' service.

Mr B first complained about the service he had received from Barclays in November 2017. In response, Barclays said in its letter of 13th November 2017 that:

'I have looked into this and I am sorry for the poor level of service you have received. As I mentioned during our conversation, there is no excuse for this and we do strive to provide a good service at all times. Our ID&V procedures are there for your security, however from what we spoke about I feel that you were treated poorly'.

I note that in its final response letter of 23rd February 2018 to a further complaint from Mr B, Barclays said:

'First of all I would like to apologise about the poor customer service you have received from our agents, it is unacceptable that no complaints and no notes were logged each time a call was made. You were also promised call backs which you never received, again I sincerely apologise promises were not kept from our managers and agents'. For the inconvenience caused and for the poor customer service you have faced. I have issued a cheque of £250.00 to your address'.

Finally, I note that in response to a later complaint by Mr B, as his initial issues with Barclays remained unresolved, Barclays said in its final response of 18th May 2018 to this later complaint that:

'Taking into account the inconvenience caused by your recent experience, I have made arrangements for a cheque payment to be made to you for £200.00....I appreciate this will not change your experience but I hope it may go in some small way to restoring your faith in us.

.....once again please accept my sincere apologies for the overall level of service you received from Barclays'.

I also understand that in response to a more recent complaint from Mr B, Barclays has, or will, be paying him a minimum further sum of £100.

In respect of his complaints, Barclays has, or will, have paid Mr B £550 in compensation for its acknowledged poor service.

So it cannot be disputed that Mr B received a poor level of service from Barclays over a protracted period and that it has acknowledged this was the case.

I also understand that his patience will have been sorely tested by being told by Barclays, in apparent mitigation of its failings in a later complaint from Mr B, that although the online service showed opening values for his investments, that these were a 'guide' only.

I agree with Mr B that this was unsatisfactory. The opening values should be the values at which investments were originally bought. I do not think that to show these accurately is unreasonable, technically difficult or beyond the reasonable expectation of an investor wanting to manage investments on line, on a platform offered by Barclays ostensibly meant to make managing investments directly by investors such as Mr B, more convenient.

Having said this, I understand this matter has now been resolved by Barclays.

But notwithstanding the wider portfolio of complaints Mr B has made, I have no power to direct Barclays to improve its service or administrative processes.

What I can do is to direct fair and reasonable compensation, if these services fall short of what should be provided and which have caused a complainant a financial loss and/or distress and inconvenience, to be paid to a complainant by the business complained of.

For the avoidance of doubt, there is no particular restriction on a complainant complaining about multiple failures by a business. A complainant is entirely free to complain to a business about multiple, continuing failings about *each* such failing.

So in this case, if Barclays continues to provide Mr B with a poor level of service, he is entirely free to continue to complain to it about this. If dissatisfied with its response (s), then of course he can refer his complaints here. But I appreciate this is tiresome.

The hope is that the costs, administrative expenses, potential awards by this service and attendant poor publicity from upheld decisions by this service, which are published, would cause Barclays to quickly put right the failings complained of.

I make these comments because in my view, the crux of my decision here is *not* to decide if Barclays has provided Mr B with a poor level of service. Barclays has acknowledged that this is the case. It has done so in response to Mr B's complaints to it. It has paid (or offered) compensation for its failings to Mr B on each occasion he has complained.

Rather, the crux of my decision is to decide if the compensation offered is, or if already paid, consistent with what I would have awarded, taking account of the principles that this service applies in calculating awards for distress and inconvenience, had such payments or offers not been made.

I am restricting my decision to that issue only because Mr B has not said, in his submissions to this service or Barclays, that he has suffered a financial loss, for example by being denied investment opportunities, because of the poor service from Barclays. Rather, he complains of time expended and distress and inconvenience caused in pursuing his complaints.

I accept of course that this will have caused *some* financial expenditure, for example telephone calls, postage and time that could have been better spent on other matters rather than preparing submissions to both Barclays and this service. I have taken this into account in reaching my decision.

I note that in response to Mr B's various complaints, Barclays said:

'Having reviewed this complaint and the others Mr B has logged surrounding the same issuethe combined distress and inconvenience of £550 plus another of £100 from the complaint that is still opened, is extremely generous for the issues that Mr B has experienced.'

It is not for me to decide whether the payments made or offered to Mr B are '*extremely generous*'. I do not know on what measure Barclays relies on in making this assertion.

But I am persuaded that the sums offered or paid to Mr B are consistent with what I have awarded had such payments or offers not been made by Barclays.

I say this because our awards for distress and inconvenience tend to be modest. They are not intended to fine or punish firms. These are matters for the industry regulator, the Financial Conduct Authority.

It follows that I agree with our adjudicator that Mr B has received, or been offered suitable compensation as far as this service is concerned for his distress and inconvenience in pursuing his complaints.

I have also considered that aspect of Mr B's complaint to this service in respect of his email address having been disclosed by Barclays to third parties without his consent.

I understand that matter has been resolved by way of Barclays amending its email records. However, if Mr B remains unhappy about this matter then that would be a matter for the Information Commissioner's Office and not this service.

This service is an informal dispute resolution service. We are an alternative to the courts, not a substitute for them.

I have though taken account of any further distress and inconvenience this matter will have caused Mr B in reaching my decision.

For the reasons set out above, I have decided not to direct Barclays to make any further award in respect of the complaints Mr B has made to it.

my final decision

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr B to accept or reject my decision before 25 May 2019.

Terry Connor
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