

### **complaint**

Mr B complains that he was given incorrect information by Barclays Bank PLC (trading as Barclays Direct) about closing his fixed rate savings account.

### **our initial conclusions**

The adjudicator did not recommend that this complaint should be upheld. He concluded that Mr B had been told that he would be able to close his fixed rate savings account without penalty when Barclays Direct took over ING Direct's business and that this had been incorrect. However, he did not consider that Mr B had suffered a financial loss as a result and he noted that Barclays Direct had paid £50 to Mr B which he considered to be fair and reasonable.

Mr B has responded in detail and says, in summary, that the £50 was paid to him in recognition of the difficulties he experienced when he contacted Barclays Direct (and not because of the incorrect information that he was given). He also says that a verbal contract was made by Barclays Direct and that he should receive an appropriate apology and compensation.

### **my final decision**

I have considered all that Mr B and Barclays Direct have said and provided in order to decide what is fair and reasonable in this complaint.

Barclays Direct wrote to Mr B in March 2013 and said: *"As an apology for the inconvenience caused to you by the incorrect information you received, I agreed to credit your ... account ... with ... £50"*. I therefore consider that Barclays Direct has apologised to Mr B and that the compensation that it has paid to him was because of the incorrect information it had given him. I am not persuaded that the incorrect information created a contract or that Barclays Direct should be required to allow Mr B to close his account without penalty. I consider that Barclays Direct's apology to Mr B and the payment of £50 compensation are fair and reasonable in these circumstances. Mr B's fixed rate savings account matured in July 2013.

**For these reasons, my decision is that I do not uphold Mr B's complaint.**

**Under the rules of the Financial Ombudsman Service, I am required to ask Mr B either to accept or reject my decision before 22 November 2013.**

*Jarrod Hastings*

*ombudsman at the Financial Ombudsman Service*

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

#### **ombudsman notes**

#### **what is a final decision?**

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

#### **what happens next?**

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.