

The complaint

Mr Y complains that Barclays Bank UK PLC have given him poor customer service on multiple occasions and have a defect on their systems.

What happened

Mr Y banks with Barclays. As he often received bank statements with different starting dates, he wanted his bank statements to show from the first of each month, so he visited a Barclays branch to request his statements to show from the first of each month.

Mr Y says that he believes there is a defect on Barclays systems as while staff confirm the statement dates have been set up to reflect the first of the month, the statements sometimes show from the first of the month and sometimes they don't. This has resulted in Mr Y having to request it to be changed back to the first of the month on more than one occasion.

Mr Y says that he also uses a branch machine to pay his bills via faster payments each month. Mr Y says that when he sets up a new payee on his account, when he pays the payee a second time, the payee is duplicated on his account. If he were to pay a payee a third time, then the payee would show three times. Mr Y says that he needed to speak to the cashiers to remove the duplicate payees, which inconvenienced him. Mr Y made a complaint to Barclays.

Barclays upheld Mr Y's complaint. They said they had raised the issue with their IT department, so he shouldn't face issues with duplicated payees moving forward. They also said they had changed his statement dates, so moving forward these would start from 1 August – 31 August. Barclays credited £100 to Mr Y's account as an apology.

Mr Y still suffered the same issues moving forward, so he complained to Barclays again. Barclays said that IT support had tried to ring him on three separate occasions unsuccessfully, so the investigation had been closed down. The complaint handler explained to Mr Y that the investigation had since been reopened and he should expect a call from Barclays IT support. Barclays offered Mr Y an extra £50, but he declined this.

Mr Y brought his complaint to our service. Our investigator said that she felt the £150 in total offered by Barclays was fair for what happened. She said the issue seemed to be with one payee. While the system would normally remove the duplicate payee by the end of the following week, the system would delete the duplicate payees after 12 months of inactivity.

Our investigator explained that although Barclays had said they tried to contact Mr Y three times, they were mistaken, as the IT department tried to contact a colleague who had spoken to Mr Y three times, instead of Mr Y directly.

Our investigator explained to Mr Y that although he requested his statements to start on the first day of the month, due to Barclays systems, they were unable to do so as the statements would show transactions to the previous working day. So his October statement showed transactions up to 29 October (as the last two days were a weekend and would not be classed as working days). Barclays apologised to Mr Y for this.

Mr Y asked for an Ombudsman to review his complaint. He said he wanted an extra £300 compensation and for Barclays to fix their system issues. I attempted to mediate a resolution that was acceptable to both parties. Barclays agreed to the extra £300 compensation, but they said they wouldn't be changing their systems and they said if Mr Y accepted their offer this would mean that any new complaints relating to duplicate payees would be closed down and no further payments would be made. Mr Y said it wasn't about the compensation to him, he wanted Barclays to fix the issue on their system. He said he doesn't have these issues with other banks.

As my findings differed in some respects from our investigator's, I issued a provisional decision to give both parties the opportunity to consider things further. This is set out below:

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

At the outset I'd like to emphasise that this service is not the regulator. Nor do we act as the enforcer for the regulator. The regulator is the Financial Conduct Authority. Our service acts as an informal dispute resolution service for complaints about financial businesses. We look at the circumstances of individual complaints and, on a case by case basis, taking into account relevant industry guidance for example, make findings about whether a financial business has failed their customer in any way.

Where we find they have, we make awards designed to make the business put things right with the complainant customer. Our awards are not designed to punish a business or to make it change the way it acts in order to protect other customers in the future. That is the role of the regulator.

I want to be clear to Mr Y that I can't ask Barclays to amend their systems, as this is a commercial decision for Barclays, for what systems they choose to use and how they operate them. So I can't ask them to regularly send his statements showing the full calendar month, starting on the first of the month and ending on the last day of the month. As Barclays have now said that they won't be changing their system in regard to the duplicate payee issue, then it is outside of my remit to ask them to change their systems to prevent this from happening again. As previously mentioned, only the regulator can make Barclays change the way they act in this regard. Or Barclays themselves may wish to look into these matters.

There's no doubt that Barclays have let Mr Y down on a number of occasions here. He's made requests to change his statement dates to something which is more convenient to himself and he's been told on several occasions that this is something Barclays could do and he's been assured that his statements moving forward will be reflective of how he asked them to be displayed.

If Mr Y had been told from the outset that this is something which Barclays couldn't do, then I'm satisfied that Mr Y would have known were he stood and he wouldn't have needed to have spent his time trying to get his statements aligned with calendar months. But because he had been told otherwise, Mr Y was inconvenienced on several occasions as he had to speak to Barclays staff to try and rectify this issue, when in reality, it couldn't be rectified. I've then considered the duplicate payee issue. I've noted the strength of feeling that Mr Y has on this issue. While Barclays feel this is a low impact issue and they have said they won't be changing their systems or investigating this any further, I'm persuaded they have caused Mr Y distress with what they had previously told him about this issue and I'll explain why.

Barclays September 2021 response letter said that they had tried to ring Mr Y three times. Although this was an error, and the IT department had tried to contact a colleague three times instead of Mr Y, this could have caused Mr Y to think he had missed a phone call from Barclays about an issue which impacted him.

In addition, the same letter set an expectation for Mr Y that he would now receive a phone call from Barclays about this issue. So Mr Y would have been expecting a call. But he never received one. Mr Y was not told that Barclays would not be ringing him about this issue. So the first time Mr Y would be aware of this would be when he read our investigator's view of his complaint. While Barclays have apologised for this. I'm not satisfied that this reflects the impact this had on Mr Y. I'm satisfied that Barclays should have increased their offer of compensation in light of their change of status on this issue from being willing to speak to Mr Y about it, to not investigating this any further after they had told him he wouldn't face this issue again.

I've considered the outcome Mr Y wants from this complaint. Unfortunately, as I've already explained, it's not within the remit of this service to compel a business to change their systems, so I'm unable to do this here. But Mr Y has also asked for an extra £300 compensation in addition to the £100 that has been paid. Barclays had offered an extra £50 instead.

So I've thought what would be fair and reasonable here. I'm persuaded that an extra £300 would recognise the impact that these errors had on Mr Y. I say this as Mr Y had been led to believe for a number of months that Barclays would be able to accommodate his requests. Not only had he been told by more than one person that his statement dates had been amended to what he asked for, but he was inconvenienced by attempting to change this again when the statements were later sent out differently to how he requested them, but the reality was that Barclays couldn't act upon his request.

Although Barclays feel the duplicate payee issue is a low impact issue, it clearly does have a big impact on Mr Y. Although both Barclays and Mr Y disagree on how many payees this affects, Barclays set an expectation that he would receive a call about this issue, but they didn't ring Mr Y. This would have been very frustrating for Mr Y. He had already been assured from Barclays response in July 2021, that this issue wouldn't happen moving forward, so it would be very disappointing for him to find out now that this isn't something which Barclays are prepared to look into. Mr Y has said he doesn't have this issue with other banks, so Mr Y may wish to exercise his rights and bank with another company who may be able to suit his needs better if this would still have an impact on him moving forward.

So in light of the multiple times Mr Y had been told that Barclays were able to do something which they couldn't or wouldn't do, spanning a number of months, causing him inconvenience and distress, I'm persuaded that £300 extra compensation would be fair to reflect the impact the issues had on Mr Y here. I'm satisfied that this amount recognises the impact the incorrect information had on Mr Y and I'm satisfied Barclays now recognise this as they had agreed to this figure when I tried to mediate in the complaint (albeit this was unsuccessful). I know Mr Y will be disappointed that I can't ask Barclays to change their systems, which is his main issue, but I hope it's clear now, where he stands with Barclays systems. It follows I intend to ask Barclays to pay Mr Y an extra £300 compensation."

I invited both parties to let me have any further submissions before I reached a final decision. Barclays said they had no further information for me to consider. Mr Y made a number of points. In summary, he said he accepted most of the provisional decision, but Barclays never rang him when they said they did three times. He said he would request Barclays to delete the additional payees after my final decision. He said he had the right to make a new complaint for the same issue until Barclays change their systems. Mr Y said he

has made a complaint to the FCA on this issue and will continue to do so if Barclays don't change their system to fix this issue.

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.

I've considered what Mr Y has said about Barclays not ringing him when they said they rang him three times. In my provisional decision, I acknowledged that Barclays made an error saying this, as they had attempted to ring their colleague three times who spoke to Mr Y, and not Mr Y directly, so while Barclays letter originally did have incorrect information in it, they have since acknowledged this was incorrect and apologised to Mr Y for this, through our service.

Mr Y has said he has the right to make a new complaint on this issue until Barclays change their systems. Here though, I can only focus on the merits of the complaint Mr Y has brought to this service, so I can't make a ruling on things which may or may not happen in the future as part of this complaint. As Mr Y is aware Barclays aren't prepared to look at this issue further, he may wish to exercise his right to move to a bank who can facilitate his needs, but this is a decision he will need to make by himself. As I mentioned to Mr Y in my provisional decision, only the regulator would have the power to ask Barclays to change their procedures and systems.

In summary, Mr Y's response hasn't changed my view and my final decision and reasoning remains the same as in my provisional decision. I know Mr Y will be disappointed that I can't compel Barclays to change their systems, but I hope he understand my reasons.

Putting things right

In my provisional decision I said I intend to ask I intend to ask Barclays Bank UK PLC to pay Mr Y an extra £300 compensation for distress and inconvenience. I'm still satisfied this is a fair outcome for the reasons given previously.

My final decision

I uphold this complaint in part. Barclays Bank UK PLC should pay Mr Y an extra £300 compensation for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Y to accept or reject my decision before 5 July 2022.

Gregory Sloanes
Ombudsman