

The complaint

Mr and Mrs S are unhappy about a technical fault that affected their joint account with Barclays Bank UK PLC. They are also unhappy that information about Mrs S was wrongly disclosed to Mr S.

What happened

Mr and Mrs S use Barclays' mobile banking application ('app') to manage their joint current account and they're unhappy with the redress they've been paid by Barclays in respect of the following issues:

- a persistent technical fault that affected Mr S being able to add new payees to the joint account since July 2020, and
- the very significant distress caused to both Mr and Mrs S when Barclays was responsible, whilst attempting to fix the technical issue, for disclosing to Mr S private information he wasn't aware of about Mrs S' financial situation.

Mr S also objected Barclays making compensation payments of £700 in total direct to Mr and Mrs S' joint account without first seeking their agreement or consent and they don't accept this is adequate to put things right. Mr and Mrs S feel that more compensation is warranted.

Barclays upheld Mr and Mrs S' complaint, explaining that a system issue and bank error had led to Mr S' problem using the app to set up new payees. It apologised for not having done more to keep Mr and Mrs S updated. And Barclays apologised for a further error which had resulted in Mr S being shown details of Mrs S' credit card spending.

Barclays initially credited their account with £200 in respect of the admitted service failings.

When Mr and Mrs S said they weren't happy with this outcome, Barclays looked again at their complaint.

A further issue was identified relating to Mr S' online banking also not working, caused by it not being active on the new customer record set up as part of the fix for the technical issue with the app. Barclays arranged for its IT team to correct that problem and enabled Mr S to resume access to online banking. Barclays also paid Mr and Mrs S £500 by way of an apology for what had happened and to reflect the overall impact on Mr and Mrs S of the shortcomings it had identified in the service provided to them on this occasion.

Mr and Mrs S didn't feel this went far enough to resolve things and so they brought their complaint to us and one of our investigators looked into what happened.

Our investigator didn't feel she had seen enough to be able to uphold Mr and Mrs S' complaint that Barclays hadn't done enough to put things right. Whilst our investigator was sympathetic to Mr and Mrs S' position and she recognised their strength of feeling, she felt

that the amount already paid by Barclays was fair and reasonable overall to reflect the impact on Mr and Mrs S of what had happened.

Mr and Mrs S disagreed with our investigator, mainly saying:

- the app issue was ongoing for three years and the fact that Barclays took so long to deal with it should be enough of a reason to uphold the complaint, as Mr S spent many hours doing all the chasing and he's been significantly inconvenienced.
- Although Mr S had another bank account and was able to work around the issue and Mrs S was always able to set up new payees on the account, Mr S couldn't use all the features of the app so this doesn't lessen the impact of the problem.
- Mr S describes the £500 offered by Barclays for the data breach that caused personal issues within Mr and Mrs S' marriage as '*...an insult*'.
- After looking at the guidance on our website and the impact of what's happened here, Mr S feels a larger award for a data breach complaint is warranted.

Our investigator wasn't persuaded to change her mind. So as the complaint hasn't been resolved, it has come to me for a final decision.

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.

This includes listening to the call recording when Mr S discussed his concerns at length with our investigator.

I sympathise with Mr and Mrs S – I can completely understand that what's happened has been very upsetting for them. But having thought about everything I've seen and been told, I've independently reached the same overall conclusions as our investigator. I'll explain why I say this.

Barclays has upheld Mr and Mrs S' complaint. So I don't need to say more about the background facts or make any findings about what's already been agreed. I'm going to focus on the question of fair redress, which seems to me to be Mr and Mrs S' main concern now and the reason they have requested an ombudsman referral.

It's my understanding that the crux of Mr and Mrs S' complaint is that Barclays hasn't done enough to acknowledge and reflect the damage caused by its admitted mistakes and service failings. They feel additional redress is owed to them to properly reflect the time taken to sort out Mr S' problems using the mobile banking app and, even more significantly, the impact on both Mr and Mrs S of the admitted data breach by Barclays which resulted in Mr S finding out details of his wife's credit card spending that she hadn't chosen to share with him.

Our approach to redress is to aim to look at what's fair and reasonable in all the circumstances of a complaint. One way we would try and do this impartially here is to put Mr and Mrs S in the position they'd be in if Barclays hadn't been responsible for the poor service issues it has admitted.

I've thought first about financial loss. I haven't seen anything to show that Mr and Mrs S are worse off in money terms as a direct result of the problems Mr S experienced with the

mobile app or as a direct result of Barclays' admitted data breach. So I haven't identified any financial loss that Barclays needs to redress.

But fair compensation isn't just about not being worse off in money terms – it needs to properly reflect the full impact on Mr and Mrs S of Barclays' service failings.

Thinking first about the longstanding problems Mr S had with the mobile banking app, I've taken into account that his complaint concerns just one particular feature that he might've wanted to use from time to time – the option to add a new payee.

I haven't been provided with any information suggesting that the app didn't work correctly in other respects, so I think it's fair to say Mr S was able to benefit from the other features it offered. And the issue he encountered using the app didn't ultimately prevent Mr and Mrs S being able to add new payees. I say this because Mrs S didn't have the same issue – this was a joint account and so her ability to add new payees effectively resolved the practical issue Mr S faced when he couldn't do this. So I think the investigator was right to say that the actual impact on Mr and Mrs S of Mr S not being able to use all the mobile banking features the app offered was limited.

I've allowed for the fact that this issue was a source of ongoing frustration and annoyance for Mr S in particular – especially as it persisted for three years or so when Barclays' proposed fixes didn't resolve the problem and the solution finally put in place led to a bigger problem – the disclosure of information that, from what Mr S has told us, significantly damaged trust between Mr and Mrs S. But that's a separate issue – I'll deal with this next. On balance, I think the £200 redress Barclays has paid in respect of the complaint about the mobile banking app fault is reasonable. If it hadn't already volunteered this payment, I can't fairly say that I have seen enough to make me think it would be fair and reasonable to award any more than £200 in respect of this part of Mr and Mrs S complaint.

Mr and Mrs S have been married a long time and Mr S has explained why it came as such a shock to discover that he hadn't been aware of his wife's spending. I think the way he found out this information, seeing it revealed unexpectedly on his mobile app, would have been a shock to him when it came as a complete surprise and contradicted what he understood was the position. I can understand why Mr S said this has raised trust issues.

I appreciate that this aspect of their complaint has proved troubling for Mr and Mrs S. But I don't consider that there are grounds for me to award any further compensation over and above the £500 Barclays has paid already in respect of this part of the complaint. I am aware this amount falls a long way short of the amount Mr S feels is appropriate. But it's in line with the level of award this service would make in similar cases and I consider it fairly reflects the extent and impact on Mr and Mrs S of the shortcomings in the service Barclays provided to them on this occasion.

To be clear, the fact that Barclays paid redress to Mr and Mrs S without first checking whether they agreed this was adequate to resolve their complaint hasn't affected my decision here. I can understand why Barclays made the payment it considered fair and reasonable to settle the matter when it gave Mr and Mrs S its final answer on their complaint. And this didn't impact on Mr and Mrs S being able to bring their complaint to us if they weren't happy. So this doesn't change the outcome

If I have not referred to each and every point mentioned during the course of the correspondence about this complaint, it's because I have nothing further I can usefully add to what our investigator has said already. In my decision, I have concentrated on what I consider to be the main points that affect the outcome of this complaint. And taking things

as a whole, I think that the £700 payment already made to Mr and Mrs S was a fair and reasonable way to settle this complaint.

I'm sorry to disappoint Mr and Mrs S. But as I'm satisfied Barclays dealt with their complaint fairly I'm not telling it to take any further action.

My final decision

My decision is that I don't uphold Mr and Mrs S' complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S and Mr S to accept or reject my decision before 17 May 2024.

Susan Webb
Ombudsman