

The complaint

Mr R complains that proposed compensation is insufficient redress after Barclays Bank UK PLC admitted providing poor service to Mr R as follows:

- in relation to an account upgrade which resulted in him not being able to use his existing debit card abroad, and
- when he phoned from overseas to try and sort the matter out, and
- when Barclays subsequently sent him a warning letter about his conduct on the phone.

What happened

Mr R upgraded his current account with Barclays. When he went on holiday overseas shortly afterwards, he found he was unable to continue using his existing debit card to make payments. This was because he hadn't activated the new card that was automatically triggered when he upgraded his account. Despite being made aware by Mr R that he would shortly be away from home whilst on holiday abroad, Barclays hadn't explained this would happen.

Mr R phoned Barclays from abroad to find out why there was a problem using his card. When the situation was explained to him, he asked if the block could be lifted to enable him to continue using the card whilst he was away on holiday. Barclays told Mr R that wasn't possible as he'd already been issued a replacement debit card.

Following the call, Barclays sent Mr R a warning letter about his conduct towards the staff member who had dealt with his call.

When he complained about what happened, Barclays said it couldn't see any evidence that it had warned Mr R he'd be getting a new debit card, as it said it should've done. Barclays acknowledged that Mr R had mentioned that he was about to go on holiday and that he'd discussed using his debit card abroad. By way of apology for this admitted error on its part, Barclays credited £75 to Mr R's account.

Barclays also agreed that the advisor Mr R spoke to could've been more understanding, given that he was abroad without a working debit card. And that it had been unnecessary to issue the warning letter Barclays had sent to Mr R, which mentioned closing or restricting access to his account in the event of further abusive or threatening conduct. In addition to providing feedback to staff about this, Barclays paid a further £50 to Mr R's account '... as *our way of saying sorry*' – bringing the total amount of compensation paid to £125.

Mr R didn't feel this was a satisfactory response and he brought his complaint to us. When we got involved, our investigator recommended that Barclays should pay a further £125 compensation. Barclays agreed to do so.

Mr R disagreed with our investigator. He put things this way: '*...Barclays cannot provide the audio transcript and you are relying on Barclays own evidence. If someone consents to being audio recorded, then an audio transcript MUST be provided.*'

Mr R told us he didn't accept the proposed redress award and asked for an Ombudsman to decide his complaint. So 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.

I can appreciate why what's happened has been frustrating for Mr R and I sympathise. But having thought about everything, I've independently reached the same overall conclusions as our investigator. I'll explain my reasons.

The role of the Financial Ombudsman Service is to resolve individual complaints and to award redress where appropriate. My role is to consider the evidence presented by the parties and reach an independent, fair and reasonable decision based on the facts of the case and the evidence we have from both sides.

As I understand things, Mr R is mainly concerned about obtaining an audio copy of his phone call with Barclays when he rang from abroad. Mr R feels strongly that Barclays should produce the call recording as he doesn't think the transcript Barclays has provided can be relied upon. I appreciate that Mr R disputes what Barclays said about his conduct during that call. But this isn't something that affects my consideration of his complaint. Barclays has agreed it wasn't necessary to send the warning letter about his conduct. So as it has upheld this part of his complaint, I don't need to say more about what's already been agreed. To be clear, I have drawn no adverse inferences from a conversation I haven't been able to listen to. And I understand that Mr R has separately made a formal request to Barclays, as he's entitled to do, for all the information it holds that he is entitled to have. So I haven't commented on this further.

Thinking more generally about his complaint, it might be helpful if I explain here that I do not have the power to make rules for financial businesses. That's the role of the regulator, the Financial Conduct Authority (FCA). So I can't comment on any concerns Mr R has about Barclays' process, which meant his existing debit card could no longer be used once 30 days had elapsed after he was issued with a new debit card. And I can't fairly find that Barclays made any error or treated Mr R unfairly or unreasonably when it wasn't able to reactivate his existing debit card after it was automatically blocked. It's not up to the Ombudsman to tell Barclays what services to offer or how to operate its business.

The relevant account terms and conditions, which Mr R would've agreed to in order to be able to use the account, allowed Barclays to block the use of his debit card in these circumstances. But I think Barclays should have alerted Mr R to expect a new debit card and explained to him that he'd need to use his new card to make payments from his upgraded account. And, crucially, Barclays should have made clear to Mr R that he would have just 30 days to activate his new card.

Had this happened, I think it's likely that Mr R would've made contingency plans in anticipation of his cash and spending needs whilst on holiday. This would have avoided the practical difficulty he encountered when he was unable to continue using his existing debit card to make payments from his account. And it would have prevented the distress and inconvenience Mr R was caused as a result. Also, Mr R wouldn't have needed to phone Barclays when he was on holiday. This call aggravated the situation so far as Mr R was concerned and contributed significantly to the breakdown of relations between Barclays and Mr R.

Barclays said that when he'd phoned, it made Mr R aware that he had instant access to his new card details which he could use for online purchases or he could add the card to his digital wallet and so make payments. Barclays said it also explained how he could do transfers and referred him to its 'help hub' for more information.

We expect consumers to take reasonable steps themselves to limit the impact of things going wrong. Nonetheless, this would all have been very upsetting for Mr R. I've taken into account that this happened when Mr R was out of the country, and in a different time zone, so it wasn't straightforward for him to put things right. He reasonably expected to be able to use his debit card to access the money in his Barclays account in order to fund holiday activities. So I can appreciate how this impacted negatively on his holiday experience overall.

I haven't been provided with anything to show that what happened caused Mr R any actual financial loss. But he's entitled to expect a fair payment to reflect the trouble and upset caused by Barclays' admitted service failings here.

Taking everything into account, I consider that a further £125, bringing total redress payments to £250, matches the level of award I would make in these circumstances had it not already been proposed. It reflects the extent and impact on Mr R of Barclays' mistakes and poor handling of matters, as described above, which I don't doubt caused Mr R acute distress and significant inconvenience. I am satisfied that a total payment of £250 is in line with the amount this service would award in similar cases and it is fair and reasonable compensation for Mr R in his particular circumstances.

I've concentrated on what seem to me to be the core issues I need to address when deciding fair redress. I am aware that Mr R has mentioned some further examples of being let down by Barclays. If Mr R feels he has further cause for complaint (that goes beyond the scope of the complaint he brought to us), then he should first tell Barclays what his concerns are, so it has an opportunity to respond. If he still feels unhappy after that, he may be able to bring a new complaint to this service. I can't award redress for any complaint where the financial business hasn't first been given a chance to put things right.

I hope that setting things out as I've done is helpful and Mr R will feel that the Financial Ombudsman Service has fully considered his complaint.

Putting things right

Barclays should pay Mr R a further £125 compensation, bringing the total compensation amount to £250, in order to reflect the extent and impact on him of its admitted poor service.

To be clear, Barclays can set off any compensation already paid to Mr R in connection with this complaint.

My final decision

I partly uphold Mr R's complaint and direct Barclays Bank UK PLC to take the steps set out above to put things right.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 2 August 2024.

Susan Webb
Ombudsman

