

### The complaint

Mrs L has complained that when she tried to use the breakdown cover as part of a Travel pack that she took out with Barclays Bank UK PLC, she was told by the breakdown provider that it did not have any records of her being covered. This led to her having to ask a manager at the breakdown provider to send a recovery vehicle.

#### What happened

In February 2022 Mrs L's car broke down. She contacted the provider of the breakdown cover that she held as part of her Travel pack. She was informed that it did not have records of her being covered. Mrs L said she had to, in her own words "beg" for them to send out a recovery vehicle. A few days later Mrs L contacted Barclays and was informed it was an IT issue at Barclays end that caused the insurance provider to be unaware that she had cover in place. Barclays rectified the issue, apologised and offered Mrs L £100 for the distress caused by this issue. Mrs L wanted all the fees that she paid for the Travel pack since she took it out in 2020 refunded and therefore she referred her complaint to this service.

One of our adjudicators looked into this complaint and he concluded that whilst Barclays had made an error the offer of £100 that it had made was fair and reasonable. Mrs L did not agree and therefore her complaint was passed to me to issue 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.

We've explained our approach to complaints about packaged bank accounts on our website and I've used that to help me decide this complaint.

It is clear that Barclays had made an error and neither party disputes this. Therefore I need to consider whether the offer that Barclays has made is sufficient given the overall circumstances of this complaint.

Mrs L has said that as when she phoned the breakdown provider she was told that she was not covered she should get all her Travel pack fees back as, after all, if she was not covered what was she paying for. I understand Mrs L's reasoning on this. But our role is to generally put a consumer back into the position that they would've been in had Barclays not made an error. In this instance asking Barclays to refund all the Travel pack fees would mean that Mrs L would be in a position where she didn't have any breakdown cover – but she did eventually get a recovery vehicle and paid no fees for her car to be recovered. So refunding all of the Travel pack fees would essentially place Mrs L back into a position more advantageous than if nothing had gone wrong.

Overall, in a situation like this, I think an award for the distress and inconvenience caused is merited instead.

When considering the level of an award I need to consider how long it took to rectify the matter and cases that share similar features. In this instance, I recognise that it would've been distressing for Mrs L to be told that she didn't have breakdown cover when she knew she did. But fortunately, a recovery vehicle was sent out to her and she wasn't required to pay anything extra at the time. And Barclays did accept it was at fault and try to resolve matters by offering to pay an award to reflect the fact that Mrs L was inconvenienced by its error. So considering all the circumstances, I think that the £100 offered by Barclays is a reasonable award and in line with what I would have recommended had it not made such a offer. So I think what is has agreed to do is fair and reasonable.

# **Putting things right**

Bank UK PLC ("Barclays") needs to pay £100 to Mrs L to put matters right.

## My final decision

My decision is that Barclays Bank UK PLC ("Barclays") needs to pay £100 to Mrs L to put matters right.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs L to accept or reject my decision before 29 November 2022.

Charlie Newton **Ombudsman**