

## The complaint

Ms T is unhappy with several aspects of the service she received from Barclays Bank UK PLC, trading as Barclaycard, including in regard to Barclays automated telephone service.

## What happened

Ms T was confused by the information she received about her credit account from Barclays automated telephone service. Ms T telephoned Barclays directly and spoke with a member of staff with whom Ms T tried to make a payment to clear the full balance outstanding on her account, but the payment was declined. Ms T was surprised by this as the funds were available to make the payment, but two further payment attempts were also unsuccessful.

Ms T contacted the bank which held the account she'd tried to make the payment to Barclays from. This bank confirmed that they'd authorised the first two payments that Ms T had attempted to make to Barclays but noted that Barclays hadn't then taken the authorised payment amounts. Ms T wasn't happy about this, or with the fact that the authorised payment amounts remained unclaimed or rejected by Barclays for several days, and thus were pending and unavailable to her on the account she'd tried to pay Barclays from.

Ms T called Barclays again to chase the release of the pending funds from Barclays. But Ms T wasn't happy with the service she received from Barclays during this call, including that Barclays agent didn't appear to understand the nature of the issue and didn't call her back when the call was disconnected.

Over the next several weeks, Ms T continued to be dissatisfied with the information she received when calling the automated telephone service, and with the service she received when speaking with members of Barclays staff directly, including being left on hold by one staff member for over twenty minutes. Ms T was also unhappy with several other aspects of her experience with Barclays, including that she kept being sent direct debit reminder text messages that she'd told Barclays she didn't want to receive. So, she raised a complaint.

Barclays looked at Ms T's complaint. They acknowledged that Ms T hadn't received the standard of service that Barclays aspired to, and Barclays apologised to Ms T for this and made a payment of £50 to her as compensation for any upset and inconvenience she may have incurred. Barclays also acknowledged that their automated telephone service did sometimes make errors and apologised for this also.

Regarding Ms T's declined attempted payments, Barclays explained that they couldn't confirm why this had been the case but suggested that it may have been due to Ms T updating her address with Barclays at the time the payments were attempted. Barclays also confirmed that they had updated Ms T's alert preferences so that she didn't receive any non-mandatory alerts but noted that alerts for direct debits were mandatory and couldn't be stopped. Ms T wasn't satisfied with Barclays' response, or with the further response she received from Barclays when she challenged their initial response to her complaint, and so she referred her complaint to this service.

One of our investigators looked at this complaint. They said that Barclays should increase

the compensation payable to Ms T by a further £50, to a total of £100, and said that Barclays should confirm Ms T's contact and alert preferences and ensure that no text message alerts, including direct debits, were sent to Ms T. Both Ms T and Barclays weren't happy with aspects of the recommendations put forward by our investigator, and so the matter was escalated to an ombudsman 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 issued a provisional decision on this complaint on 6 February 2023 as follows:

*I'd like to begin by confirming that this service isn't a regulatory body or a Court of Law. This means it isn't within my remit to declare whether Barclays have or haven't acted in a non-regulatory or unlawful way. Such declarations would be for a regulatory body or a Court of Law to potentially make. Instead, this service is an informal dispute resolution service with a remit focussed on fairness of outcome from an impartial perspective.*

*I also note that, in support of her complaint, Ms T has provided several detailed submissions to this service. I'd like to thank Ms T for these submissions, and I can confirm that I've read and considered all submissions provided to this service by both herself and Barclays.*

*However, I can also confirm that I won't be responding here to every individual point that Ms T has raised. Instead, I'll be focussing on what I feel are the key aspects of Ms T's complaint, in line with the remit of this service, as described above.*

*Ms T is unhappy about the two attempted payments that were authorised by Ms T's sending bank, but which Barclays then didn't claim or reject, meaning that the payments remained pending, and that the combined balance remained unavailable for Ms T to access or use for several days.*

*Given that the bank from which Ms T attempted to send the money have confirmed that the two payments were authorised by themselves, it seems reasonable to me that the issue Ms T encountered here was because, for whatever reason, Barclays didn't accept or decline the funds, as Ms T's other bank suggests. Unfortunately, Barclays haven't been able to find the reason why this took place, but suggest that it may have been because Ms T had updated her address with them shortly before attempting these payments, which may have led to issues with Barclays' systems recognising the payments as being attributable to Ms T.*

*I can appreciate how Ms T's frustration in regard to these payments would only have increased when, having called Barclays to chase the matter, the first staff member she spoke with appeared not to understand the nature of the issue and attempted to refer Ms T back to the third-party sending bank – which had already confirmed to Ms T that they'd authorised the payments, as described – despite Ms T's attempt to explain to that staff member the actual nature of the situation at hand.*

*Barclays have acknowledged that the standard of service Ms T received in regard to the call described above, and subsequent calls that Ms T made, wasn't to the level that Ms T should reasonably be entitled to expect. And Barclays have apologised to Ms T for this and made a payment of £50 to her as compensation for any trouble or upset she may have incurred.*

*But I don't feel that this £50 payment does provide fair compensation for the poor service that Ms T received here, both in regard to the telephone calls Ms T had with Barclays and in regard to the fact that Barclays didn't authorise or decline the two approved payments for several days. As such, I'll provisionally uphold these aspects of this complaint and instructing Barclays to pay a further £150 to Ms T – so that the total amount of compensation payable is £200 – which I feel is a fair compensation amount for these issues.*

*In arriving at this amount, I've considered the impact that these events would have had on Ms T, including her frustration and inconvenience as she'd described them, as well as that, fortunately, the payments were pending for a matter of days and not weeks. And I've also taken into account the general framework by which this service considers compensation amounts for trouble and upset, further details of which can be found on this service's website.*

*Given that the issue with the payments may have taken place because Ms T had recently updated her address with Barclays, I can understand why Ms T is unhappy that Barclays wouldn't allow her to update her address in advance. But Barclays have confirmed they only accept address updates after a move to a new address has taken place. It's not within my remit to instruct Barclays to amend their operational process. Also, Barclays' process here seems reasonable to me, given that it mitigates against the possibility that an address might be updated in advance only for an unforeseen issue to delay or cancel that intended move.*

*Ms T is also unhappy with the information she received from Barclays automated telephone service. Barclays have explained that their automated service can have difficulty providing accurate information when credit payments are pending, and that their system can provide incorrect information as a result. However, by Ms T's own admission, she kept an accurate record of her credit account and was aware of the balance outstanding and the minimum monthly payments she needed to make. So, while I can appreciate how Ms T may have been confused by the information she received from Barclays automated service, I don't feel that this had any detrimental effect on her to the point that I would consider instructing against Barclays regarding it.*

*Ms T has also expressed her dissatisfaction at receiving unwanted text alerts and survey requests from Barclays. In their response to Ms T's complaint, Barclays explained that they had changed the alert preferences on Ms T's account so that she doesn't receive any non-mandatory alerts. However, Barclays explained that the direct debit alerts were mandatory, and that the receipt of survey requests was also a part of their process that they couldn't opt Ms T out of. This seems reasonable to me, especially as Ms T is free to ignore those alerts of survey requests should she receive them and given that it's not within my remit to instruct Barclays to amend their operational processes, as previously explained.*

*Finally, Ms T is unhappy with how Barclays have responded to aspects of her complaint that she's since referred to the Information Commissioner's Office ("ICO"). As this service isn't a regulatory body, I can confirm that I would have referred Ms T to the ICO regarding these aspects of her complaint, given that the ICO is the relevant regulatory body in this instance.*

*It also must be noted that it isn't within the remit of this service to consider a complaint about how a business has handled a complaint – including the service*

*received by a customer who has made a complaint – and even that complaint is about a regulated financial matter.*

*All of which means that while I will be provisionally upholding this complaint in Ms T's favour, I'll only be doing so on the limited basis described above, whereby my instruction to Barclays is that they must pay a further £150 compensation to Ms T, so that the total compensation amount payable is £200.*

In response to my provisional decision, Ms T asked me to reconsider my point about not instructing Barclays to stop sending alert texts to her. However, it remains my position that I don't feel that such an instruction is reasonable. There are several reasons for this, including, as explained in my provisional decision letter, that Ms T can simply ignore the alerts (or even block the number from which the texts are received, as Ms T herself suggests in her response to my provisional decision).

I can also appreciate from Barclays' perspective how they might want to send text alerts that they consider to be mandatory in order to have it on record that they've provided Ms T with certain information, and so I don't feel it would be reasonable to instruct Barclays to not send text alerts to Ms T that it feels should be sent. That being said, I do of course encourage Barclays to adhere to Ms T's communication preferences as much as prudently possible.

All of which means that I see no reason not to issue a final decision upholding this complaint in Ms T's favour on the basis as outlined in my provisional decision above. And I therefore confirm that my final decision is that I do uphold this complaint on that basis accordingly.

### **Putting things right**

Barclays must make a further payment of £150 to Ms T, so that the total amount of compensation payable to Ms T is increased to £200.

### **My final decision**

My final decision is that I uphold this complaint against Barclays Bank UK PLC, trading as Barclaycard on the basis described above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms T to accept or reject my decision before 21 March 2023.

Paul Cooper  
**Ombudsman**