

The complaint

Mr K complains about Barclays Bank UK PLC deposit machines, his inability to credit his account and purchase a car. Also, the service when he made his complaint.

What happened

To purchase a £4,800 car safely and securely by bank transfer or debit card, Mr K took a taxi to a Barclays branch so he could top up his bank account with a cash deposit of £1,000.

However, due to Barclays' deposit machines being out of order and the branch being closed he was unable to credit his account and make the purchase.

Mr K complained to Barclays seeking redress including payment of his taxi fares.

Barclays apologised for the distress and inconvenience but didn't offer redress. They did however offer to reimburse his taxi fare but only with a receipt which Mr K doesn't have.

Mr K was also dissatisfied with Barclays' complaint representatives. This is because a representative initially misunderstood his complaint and brought up other complaints he's made, and he was unhappy with her tone. Also, a representative called Mr K outside his preferred contact times.

Mr K referred his complaint to our service, but our investigator didn't uphold his complaint.

As Mr K remains dissatisfied, this case has now been referred to me to look at.

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.

Having done so, I'm not upholding this complaint and I'll explain why.

With regards to Mr K's complaint about the representative and the way she handled his complaint, although I recognise Mr K's upset here, there are limits to our ability to help. This is because there are rules (known as DISP Rules) laid down by the Financial Conduct Authority which means complaint handling is not a regulated activity. So, complaints about the way Barclays handle complaints and whether their complaint handler was objective, should've reconsidered redress as the facts weren't initially understood and shouldn't have raised previous complaints, can't be considered by our service.

I should though add that I listened to the call, and I didn't think the representative was rude to Mr K.

However, what we can do is consider each individual case and, where we think a business hasn't acted fairly and reasonably in the circumstances, decide what should be done to put right any financial or non-financial losses that a consumer has experienced. So, we can ask a business to pay a proportionate level of redress.

Technology can sometimes be problematic, cause wasted time and inconvenience and automation and machines are more likely to experience issues at weekends and / or at times when branches are closed. I recognise this is the case here, as Mr K arrived at the branch on a Saturday after 1700 hours and Barclays weren't aware of an issue with their machines until they noticed a message at the start of the next working day. So, although I recognise Mr K's requirement, travel arrangements and frustration, I think Barclays' comment that technology issues are *'out of control and sometimes all we can do is wait for an engineer to come out to fix it'* is fair and reasonable.

So, I don't think it would be fair or reasonable to ask a business to pay compensation for the impact of events that were outside of their opening hours and control. Also, if Mr K couldn't plan his car purchase and payment, he could've made enquiries about other branches and facilities as there is a network of machines.

Whilst I understand Mr K's security concerns and recognise he has a disability, I wouldn't expect a bank to pay a customer's taxi fare in the above circumstances. However, I note Barclays have, as a goodwill gesture, agreed to pay this but only on production of a receipt.

I note Mr K says the taxi company doesn't issue receipts and he didn't ask for a receipt. Also, Mr K's fare claim includes the return journey. So, I consider Barclays' request for a receipt to be fair and reasonable and I think Mr K should make further enquiries with the taxi company and Barclays as to how he can evidence his journeys and fare.

Finally, as Mr K has vulnerability characteristics, I looked at Barclays' error when a complaints representative called him outside his preferred contact times. I'm pleased to see that Barclays quickly apologised for this error and I'm not persuaded that Barclays need to do any more here. I say this because, from reviewing the file, I think it more likely than not that the representative leaving a message caused Mr K minor annoyance and frustration.

So, having considered the above and all the information on file, although I recognise Mr K frustrations here, I'm not upholding this complaint.

My final decision

My final decision is that I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 26 February 2024.

Paul Douglas
Ombudsman