

The complaint

Mr L complains that Sainsbury's Bank Plc had online system outages. This meant that Mr L's friend, who he said was intending to pay off his credit card balance for him, was unable to. He wants his balance cleared, and wants to be compensated.

What happened

Mr L holds a credit card with Sainsbury's. In September 2023, he tried to login in online to check his balance, so that a friend, who Mr L says was helping him, could settle the card in full. He said that Sainsbury's systems were down, and this prevented him obtaining his balance, and as such, his friend would no longer agree to provide that support. He contacted Sainsbury's the next day to explain the problem, and said that Sainsbury's should instead settle the card for him, as they were the reason he missed out on this opportunity. He said they should also compensate him as a result.

Sainsbury's responded. They explained they sometimes run system updates overnight that can cause access issues for a temporary period. However, they had no record of any updates having run that evening. They said they were sorry Mr L had experienced issues accessing their systems, but ultimately, they saw no reason to uphold his complaint. So, Mr L referred matters to our service.

An investigator considered Mr L's complaint but didn't recommend it was upheld. He said he thought there was insufficient evidence to show that Sainsbury's systems were down; and he said that Mr L had provided inconsistent testimony about why he was trying to gain online access. So, he didn't think Sainsbury's needed to do anything further. Unhappy with this, Mr L asked for the case to be referred to an ombudsman. So, the case been passed to me to decide.

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.

When looking at a case of this nature, and as with any case, I need to weigh up the evidence provided by both parties, in order to reach what I feel is a fair outcome. I've looked first at the issue of system access.

Sainsbury's have told us they have no record of any system outages, or system updates having been run, in the time period Mr L has referred to. They have provided internal screenshots of their system records to support this, which show that there were no known issues that would have impacted Mr L's online access. On the face of it, this evidence seems fairly conclusive.

To the contrary, Mr L has provided our service with a mobile phone screenshot, showing that online banking was not available. However, the screenshot provided, while time-stamped from his phone at 02:13am, did not show a date. This issue was raised with Mr L, following

which, he provided a similar screenshot, now showing both a time, and a date, where formerly the business's website had been listed.

It's unclear as to how Mr L was able to provide to screenshots of what appear to be the same page, but where the headers differ. It's also unclear as to why the second screenshot provided, shows a significantly different time on Mr L's phone to the time noted on the screenshot itself – this is unusual. So, I can understand why Sainsbury's had concerns in treating this evidence as conclusive.

I can also see that when Mr L initially called Sainsbury's, he explained that he was unhappy their systems were down, as this had prevented him from being able to check his balance prior to trying to make a purchase. However, by the time Mr L's complaint came to our service, he explained that he was trying to access the online system in order to check a balance, so that a friend could settle his credit card balance for him.

It's unclear to me as to why there are significant differences in both the screenshot evidence, and the testimony that Mr L has provided when raising his complaint. But given these inconsistencies, I can understand Sainsbury's reluctance to place too much weight on the evidence Mr L has provided. Especially when their internal system records contradict that information entirely.

Furthermore, even if I was satisfied that Sainsbury's systems were down during the time period mentioned, this would not lead me to conclude that Mr L would automatically be due compensation – even in the unique position he seemed to have found himself in, whereby a friend was willing to clear the whole outstanding balance of his credit card, but only during a quite specific time frame, which happened to be at the point Mr L was experiencing system issues. Equally, it's unlikely, that even if I was satisfied that the systems were down, that this would lead me to conclude that Sainsbury's should pay off Mr L's credit card balance and issue him with compensation.

I appreciate this will come as a disappointment to Mr L, and it must have been frustrating for him to have been unable to access Sainsbury's systems at this very specific time. But, on balance, I haven't seen sufficient evidence to satisfy myself that Sainsbury's were responsible for Mr L being unable to settle the balance on his credit card, so, for this reason, I won't be asking them to do anything further.

My final decision

My final decision is that I do not uphold Mr L's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 7 May 2024.

Brad McIlquham
Ombudsman