

## **The complaint**

Mr N complains about the reliability of a card terminal provided to him by Barclays Bank Plc and their lack of assistance in helping him to resolve the issues with the terminal.

## **What happened**

Mr N is a sole trader whose business mainly takes place at markets and trade shows over a number of consecutive days. As a result, Mr N frequently stays on site for the duration of the shows.

In July 2021, Mr N entered into a contract with Barclays for the provision of merchant acquiring services and he was provided with a portable card terminal.

Mr N said issues with the terminal began in October 2021, and they included issues with the card machine charging and getting a signal. These issues resulted in Mr N losing business as prospective customers would walk away when he couldn't take payment from them.

Mr N complained to Barclays in March 2022, at which time they replaced his terminal. They sent their final response on the matter to Mr N in May 2022. They apologised that some of Mr N's calls were not returned, and they credited his merchant account with £50 to recognise the distress and inconvenience not returning the calls had caused. However, they said they could see the terminal was being used every month so they wouldn't be returning any fees or charges.

Mr N was unhappy with this outcome, so he brought his complaint to our service. One of our investigators looked into matters. He said Barclays weren't responsible for where Mr N chose to do business, and he thought the £50 Barclays paid to Mr N fairly acknowledged the customer service issues Mr N had experienced. He didn't think Barclays needed to do anything more to rectify the situation.

Mr N didn't agree. He asked for an ombudsman to review the case, so the case was passed to me to consider.

## **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.

### *Raising the issue with Barclays*

Mr N told us that he conducts the majority of his business at trade shows. These are generally open-air events and require Mr N to be on site for a number of days. He told us the main issues he experienced were keeping the card machine charged and getting a signal.

Mr N said he made Barclays aware of the situation when he first contacted them in October 2021 to explain that there was an issue with the terminal. Mr N provided us with some details about the calls including dates and times and some reference numbers.

I provided this information to Barclays and asked them to send me the relevant call recordings. However, Barclays said the details of the calls provided by Mr N didn't match any calls logged with their merchant services team and they've shown me copies of their call logs for this period as evidence. As Barclays have been unable to find any record of Mr N contacting them before March 2022, there are no call recordings for me to review. Barclays also confirmed that the reference numbers provided by Mr N didn't match the reference numbers they, or Ingenico (their third party) use.

However, Barclays do have a record of Mr N's calls to them in March 2022 and these calls match both Barclays' and Mr N's call logs. So, while I don't doubt what Mr N has told us about contacting Barclays in October and December 2021, I've not been able to establish who Mr N spoke to or what was agreed on these calls. I can however see that following the call on 18 March 2022, Barclays sent a replacement terminal to Mr N which arrived the day after he spoke to them.

As Barclays sent a replacement terminal immediately following this call, I think, on the balance of probabilities, Barclays only became aware of the issue in March 2022 as I think it is likely Barclays would've sent a replacement terminal to Mr N sooner had they been aware of the issue at an earlier date. There is a second call to Barclays at the end of March 2022 in which Mr N explains he was expecting a call back.

Barclays apologised for not returning this call and paid £50 to Mr N in recognition of the poor customer service and I think this is fair to cover the inconvenience of Mr N having to chase Barclays in March 2022. However, as there is no record of the calls in late 2021, I won't be asking Barclays to pay further compensation in this respect.

#### *The new terminal and charger*

Mr N said the new terminal didn't resolve the issues. However, I've not seen any evidence that the issue was raised again by Mr N with Barclays before he approached our service. So, Barclays didn't have a further opportunity to investigate the matter before we got involved.

Mr N also told us that Barclays agreed to provide a car charger to help with the issues he was experiencing but this never arrived. Barclays told us a car charger isn't something that they can provide, and they explained that car chargers were not recommended due to compatibility issues. They said the terminal comes with a base unit to charge it and this was replaced at the same time as the terminal.

The fact that a new terminal and charger were provided, and the problems persisted makes me think that the issues most likely arose from how the terminal was being used rather than from a hardware issue. So, I've considered what Mr N told me about the type of work he does and what I think the likely cause of the issues he experienced with the terminal was.

Mr N said his business mainly takes place at markets and trade shows over a number of consecutive days. My understanding is that many of the events are open air and there wouldn't be much in the way of facilities. As such, Mr N needed to charge his terminal in his car and the reliability of GPRS or Wi-Fi at these events couldn't be guaranteed. And as I've said above, Barclays told us that car chargers are not recommended due to compatibility issues. As such, I don't think it would be fair for me to say Barclays were responsible for these issues as they had no control over the GPRS or Wi-Fi at these venues. In addition, a car charger is not something they provide, so they can't be held responsible for the lack of alternative charging facilities.

#### *Monthly charges*

I understand Mr N would like the monthly charges for the terminal to be refunded because of the issues he experienced. While I've not seen the statements for the account over this period, both parties have told us that transactions did take place, so it wouldn't be fair for me to ask Barclays to refund these charges as it has not been proven that they were responsible for the issues with the terminal.

I know that this outcome will be disappointing for Mr N, and I truly sympathise with the financial difficulties he is facing. However, I don't think Barclays were responsible for the issues he experienced when using the terminal, so I won't be asking them to take any further action.

### **My final decision**

For the reasons detailed above, I don't uphold this complaint.

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

Tara Richardson  
**Ombudsman**