

## **The complaint**

Mr C has complained about the service he received from Barclays Bank UK PLC after his debit card was cancelled due to concerns that he might become victim of a scam.

## **What happened**

Mr C has both a debit card and credit card with Barclays. This complaint relates to his debit card attached to his current account. A separate case has been considered by this service in relation to his credit card, and so I will not be considering the credit card in this complaint.

Mr C was going on holiday overseas for 8 days, and was due to leave home on 29 September. He had arranged to pay for his hotel on arrival, but a few days before he was due to leave he was contacted by someone purporting to be from the hotel, asking for his bank card details. Mr C spoke to Barclays to see if there were any issues with his account, and it confirmed there were not. He then contacted the hotel directly, and it said it had not been the party that had contacted him asking for his card details. The hotel suggested this had been a scam call, and it said other customers had also reported similar incidents to it.

On 27 September Mr C spoke to Barclays again. They discussed whether to block Mr C's cards, or whether Barclays could monitor his accounts. Mr C considered it prudent to go to his local branch to discuss matters further, and he went later that day. The branch staff suggested he cancel his existing debit card and order a new one, to avoid fraudulent transactions occurring. A new card would normally take seven working days to be dispatched, but Mr C paid £1.99 for express delivery. Concerned that his card might not arrive before he left for his holiday, Mr C also withdrew £1,000 in cash from his account. Later he also borrowed cash from friends and family, worried that he might not have enough.

On 28 September the branch was closed. Mr C says that he had lengthy conversations with Barclays over the phone, and eventually he was told that he could obtain a temporary debit card from the branch.

On 29 September, the day of his departure, Mr C got to the branch when it opened to ask for a temporary card. After making enquiries, the branch staff confirmed that unfortunately it did not have any temporary cards. Mr C's replacement card also arrived that day in the post, but he says when he tried it in a shop, it didn't work. He went to another branch on his way to the airport to enquire why the card wouldn't work, but the staff could not determine the reason. Mr C says that this branch visit was also lengthy, and he took out another £500 in cash to ensure he had enough money with him for his holiday.

At the point Mr C travelled overseas, he had no working debit or credit card with him. For this reason he took a significant amount of cash, but he was unhappy about the risks associated with that.

After Mr C returned from his holiday, he received a replacement debit card which did work. He says he spent about two hours in a branch logging a complaint about what had happened, but was later told by Barclays that there was no record of this.

Barclays paid Mr C £100 compensation to reflect the difficulties he had encountered obtaining a replacement debit card. Mr C was dissatisfied with Barclays' stance and brought his complaint to this service. He said that whilst on holiday, he had been concerned that he might run out of money because he had no debit card, and this affected the choices he made.

Our investigator accepted that it was not the fault of Barclays that Mr C needed to order a new debit card just before he went on holiday. However, he felt that Mr C had had to spend a lot of time both on the phone and in branch attempting to obtain a working bank card before he left the UK. He had paid for the express delivery of a card, but this card had not worked. The investigator noted that Mr C did not want to take as much cash as he did with him on holiday due to security concerns, and that he did not have the reassurance of having a working debit card with him in the event that his holiday expenses were greater than he'd anticipated. He proposed that Barclays pay Mr C a further £100 compensation (so that he had received £200 in total), and reimburse him £1.99 in respect of the cost of the express delivery for the replacement card.

Mr C disagreed with the investigator's assessment. He asked if the record of the complaint he logged in the branch when he returned from holiday had been provided by Barclays, and the investigator explained that it had not. Mr C said that when he outlined his complaint in the branch the events were recent, and this made it easier to recall them in detail. He requested that an ombudsman review this complaint.

Barclays accepted the investigator's proposal regarding compensation.

After this complaint was passed to me, on my behalf the investigator asked Barclays if it was able to provide the branch manager's notes from when Mr C logged his complaint. Barclays responded that it was unable to locate these.

### **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 acknowledge Mr C's comments that when he originally lodged his complaint with Barclays in one of its branches, the details were fresh in his mind. Unfortunately Barclays has not been able to locate notes from this meeting. I appreciate that Mr C is concerned that in the absence of these notes being available, some aspects of the events relating to his complaint will be overlooked. However, Mr C has given this service a detailed description of the circumstances surrounding his complaint, and overall I am satisfied that I am able to reach a fair and reasonable conclusion based on the evidence provided.

Mr C acted promptly and prudently when he became concerned that he might fall victim of a scam after being asked to provide banking details to a party that, as I understand it, was falsely representing itself as being from the hotel he was due to stay in. Mr C both rang Barclays and visited a local branch to establish what steps should be taken to ensure his funds with the bank were kept safe. Although it's not possible to say what would have happened if Mr C had not taken the actions that he did, I am pleased to learn that no funds were fraudulently taken from his account.

The decision that Barclays took, following its conversations with Mr C, was to cancel his debit card. Unfortunately this happened in the final few days leading up to Mr C leaving the UK to go on holiday. But in my view it's important to recognise that clearly neither Mr C nor Barclays had any control over the time at which this attempted scam emerged.

Barclays' first obligation was to ensure that Mr C did not have money taken fraudulently from him. It did this by cancelling his debit card and by monitoring his account for suspicious activity. Barclays then needed to provide Mr C with a replacement card. As noted above, the difficulty was that when the debit card was cancelled, it was only two days before Mr C left for his holiday, leaving limited time for matters to be resolved.

It was not Barclays' fault that Mr C needed a new debit card. But after he paid to receive it via express delivery, following its arrival it did not work. Barclays was also unable to supply Mr C with a temporary card. And Mr C has detailed the length of time he spent both on the phone to Barclays and in its branches as he attempted to obtain a functioning debit card. To ensure he had funds for his holiday, Mr C took significant amounts of cash. He has explained his entirely understandable concerns about travelling with these levels of cash, and also the uncertainty he had about how much money he could spend whilst on holiday because he did not have a functioning debit card.

In making awards to reflect the distress and inconvenience a business' actions have caused, I need to consider the additional unnecessary difficulties that a consumer has experienced because of the business' errors. Those difficulties will be over and above the problems that are inevitably caused by certain events. In the circumstances of this complaint, it was unfortunately the case that Mr C was likely to experience problems as a result of him seemingly being the target for a scam. However, my view is that Barclays did cause Mr C additional unnecessary distress and inconvenience with its handling of his request for a replacement debit card.

I have carefully considered Mr C's descriptions of the events that occurred relating to his debit card in the days leading up to him departing on holiday. I appreciate that Mr C may be disappointed with my findings, and I am sorry to hear about the difficulties he experienced at this time. However, taking into account awards made on cases with similar circumstances, overall I consider the investigator's proposal that Mr C receive a total of £200 compensation (which includes the £100 already paid to him) to reflect unnecessary difficulties caused to him by Barclays is fair. I also consider Mr C should be repaid the £1.99 fee charged for express delivery of his replacement debit card, as ultimately this did not provide Mr C with a working card before he went on holiday.

### **My final decision**

My final decision is that I uphold this complaint, and require Barclays Bank UK PLC to pay Mr C £100 compensation in respect of distress and inconvenience caused to him, which is in addition to the £100 I understand that it has already paid.

I also require Barclays Bank UK PLC to pay Mr C £1.99 to reimburse him for the express delivery fee.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 29 May 2024.

John Swain  
**Ombudsman**