

The complaint

Mr M complains about the way Barclays Bank UK PLC, trading as “Barclaycard”, handled his recent ATM disputes.

What happened

The facts of this case are well known to both parties, so I won’t repeat them in detail here.

In summary, Mr M is unhappy following three ATM disputes Barclaycard didn’t uphold, it re-debited the amounts with no warning and with no timeframe in which this would happen. Mr M is also unhappy with the service he received from Barclaycard in relation to his complaint.

Barclaycard recognised that the service provided was not up to the standard it should’ve been, so it paid Mr M £100 in compensation for this. During the process of our investigation, it offered another £50 in compensation. However, Barclaycard says it would have given Mr M notice that the refunds provided were temporary and could be debited again if the claims were unsuccessful. So, it doesn’t think it has done anything wrong in re-debiting the money refunded.

Our investigator considered this complaint and felt that £200 would be an adequate amount of compensation for the errors made in Barclaycard’s standard of customer service. Barclaycard agreed to pay an additional £100 in compensation to bring the total award to £200. However, Mr M was not happy with this outcome, so the complaint has been passed to me for a 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.

Mr M complained that Barclaycard had provided poor service during a live chat conversation, and he was passed over to the wrong team. He was also unhappy that the £50 compensation offered was not transferred to his bank account as he had requested. These concerns were addressed by the investigator who felt that £200 in total compensation was a fair amount for these failings. Mr M confirmed in his recent response that he is happy with the compensation awarded for this and accepts the offer for Barclaycard to pay him a further £100. So, I will not consider this further. However, Mr M remains unhappy that the money which was credited into his account in relation to the ATM disputes was re-debited without any prior notice and with no time frame. So, this is what my findings will address in detail.

Mr M made complaints about ATM transactions on his card and Barclaycard credited these amounts to his account on the day the complaint was made. Mr M made these ATM disputes by phone. However, at the time Barclaycard did not provide the call recordings from these calls. But it has provided a call script detailing the information the advisor would’ve been required to read out. This includes outlining to the customer that the refund provided could

be re-debited if the claim is unsuccessful. Our investigator used this evidence to conclude that he felt it was more likely than not this information was given to Mr M at the time he made the claim. Mr M is not happy this was relied upon without a call recording or any other evidence to show this was actually told to him.

However, Barclaycard has now provided me the call recording of his complaint to Barclaycard. I've heard from this that Mr M raised his dispute, and the caller handler informed him his account had been credited the disputed amount while Barclaycard makes further enquires and that if the relevant provider "*provides information which confirms the transaction is valid we (Barclaycard) may remove our credit at a later date.*" This evidence shows that Mr M was made aware that the credit amount could be re-debited later.

I've also seen that Barclaycard sent Mr M letters about the decision on his claims and that the money would be re-debited from his statement on 22 March and 23 March 2023. I understand Mr M didn't receive these letters till a week later, but as the investigator explained, we cannot hold Barclaycard responsible for this. These letters explained that the adjustments would be made on the following statement. I understand that Mr M feels this was not adequate notice to take this money from his account. But from the evidence I've seen I think Barclaycard made Mr M aware that the money could be re-debited if the claims were unsuccessful when he first made the claims, and it then wrote to Mr M to inform him the claims were unsuccessful, and so the amounts would be re-debited. So, I don't think Barclaycard did anything wrong here.

I've seen that Mr M is unhappy he had to chase Barclaycard to re-debit one of the amounts because it hadn't done so when it said it would. But I believe this was covered in the compensation for the failings in customer service. So overall, I think the Barclaycard should pay Mr M the additional £100 compensation as agreed, but I don't think it has to do anything further.

Putting things right

Barclays Bank UK PLC, trading as Barclaycard, has already paid £100 in compensation so it should pay Mr M a further £100 in compensation for the failings in service as outlined above.

My final decision

For all the reasons outlined above, I am upholding this complaint and Barclays Bank UK PLC should put things right as outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 8 January 2025.

Sienna Mahboobani

Ombudsman