

# The complaint

Mr M and Mrs M are unhappy that Barclays Bank UK PLC couldn't tell them what currency exchange rate would be applied to a large currency exchange they wanted to make.

### What happened

Mr M and Mrs M sold an overseas property and on 1 March 2023 they transferred the property sale proceeds into a Barclays Euro currency account that they'd recently opened. Mr M and Mrs M's intention was to transfer the property sale proceeds to a UK Sterling (GBP) account when the currency exchange rate was favourable to do so.

In late April 2023, Mr M and Mrs M were interested in exchanging the money in their Barclays account to GBP. But when they used Barclays mobile banking app, they couldn't find the exchange rate to GBP that Barclays were offering at that time. Mr M and Mrs M emailed the Barclays staff member that they'd previously opened the Euro currency account with on 26 April and 5 May 2023 but received no response. Mr M and Mrs M were later told that the specific staff member they'd emailed had been away and that their email inbox wasn't monitored in their absence.

Mr M and Mrs M phoned Barclays on 12 May 2023. But a lengthy call ended without success and with Mr M and Mrs M being transferred to a wrong department. Mr M and Mrs M then started a webchat with Barclays. But again, this was unsuccessful, and Mr M and Mrs M didn't obtain the information they were seeking.

On 16 May 2023, Mr M and Mrs M spoke with Barclays once again. On this call, it was explained to them by Barclays agent that exchange rates weren't available on the mobile banking app but could be obtained via online banking. Mr M and Mrs M reviewed the currency exchange rate offered by Barclays at that time but chose not to proceed with the exchange because they felt the rate offered was poor.

Shortly afterwards, on 22 May 2023, Mr M and Mrs M raised a complaint with Barclays about the service they'd received when trying to find the exchange rate. Barclays acknowledged the complaint on 6 June 2023, and Mr M and Mrs M have explained that they waited for Barclays to respond to their complaint before completing the exchange of their money to GBP. But Barclays didn't respond to the complaint in a timely manner. And, tired of waiting for Barclays to respond, Mr M and Mrs M transferred their money to GBP using another provider in July 2023 – incurring what they felt was a significant loss on the transfer because of the unfavourable movement in the currency exchange rate between May and July 2023.

Barclays formally responded to Mr M and Mrs M's complaint on 22 September. In their response, Barclays apologised for the poor service that Mr M and Mrs M had received when trying to find out how to view the live currency exchange rates and they paid £200 to Mr M and Mrs M as compensation for any trouble and upset they may have incurred. But Barclays didn't agree to cover the exchange rate loss incurred because of the unfavourable movement in the exchange rate as Mr M and Mrs M wanted. Mr M and Mrs M weren't satisfied with Barclays response, so they referred their complaint to this service.

One of our investigators looked at this complaint. They felt the £200 Barclays had paid Mr M and Mrs M for the trouble and upset they'd incurred didn't provide fair compensation for that trouble and upset. Because of this, they initially recommended that Barclays should pay a further £200 to Mr M and Mrs M, taking the total amount of compensation payable to £400.

Barclays accepted the recommendation put forward by our investigator, but Mr M and Mrs M did not. After a further review our investigator updated their view of this complaint and recommended that Barclays should pay a further £900 to Mr M and Mrs M, taking the total amount of compensation payable to £1,100. Mr M and Mrs M accepted this amended view, but Barclays did not. So, the matter was escalated to an ombudsman for a final 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.

I issued a provisional decision on this complaint on 2 April 2024 as follows:

I'd like to begin by confirming that this service isn't a regulatory body or a Court of Law and doesn't operate as such. Instead, this service is an informal, impartial dispute resolution service. And while we do take relevant law and regulation into account when arriving at our decisions, our remit is focussed on determining whether we feel a fair or unfair outcome has occurred – from an impartial perspective, after taking all the factors and circumstances of a complaint into consideration.

Mr M and Mrs M first attempted to contact Barclays about the exchange rate on 26 April 2023. But they did so by emailing the personal email address of a staff member they'd spoken with previously. Because that staff member wasn't working at that time, Mr M and Mrs M received no response. And it wasn't until 12 May 2023 – over two weeks later – that Mr M and Mrs M attempted to contact Barclays via an alternative channel.

When Mr M and Mrs M called Barclays on 12 May 2023, and when they tried to engage with Barclays via online chat later that same day, it's clear that they didn't receive an acceptable standard of service. Barclays accept this, and they've paid £200 compensation to Mr M and Mrs M for the poor service they received. And they've now agreed to pay £200 more.

This seems fair to me, and I don't feel that any further compensation is fairly merited here beyond this additional £200. And I also don't feel that Barclays should fairly be instructed to cover the exchange rate loss that Mr M and Mrs M and claiming here because they delayed instructing the currency exchange until July 2023

One reason I take this position is because I don't feel that Barclays should fairly be held accountable for Mr M and Mrs M choosing to email a specific staff member in the first instance – rather than ringing Barclays designated contact numbers – and then choosing to not follow up on the lack of a response from that staff member until 12 May 2023. And this is because I feel it stands to reason that, when emailing a specific staff member, the possibility that the staff member might not have been at work – for whatever reason – always existed.

Additionally, Barclays did explain to Mr M and Mrs M how to view the live currency exchange rates via online banking on 16 May 2023, which was only four days after Mr M and Mrs M first attempted to contact Barclays via a designated contact channel on 12 May 2023.

Given that Mr M and Mrs M were aware of the currency exchange rates offered by Barclays after 16 May 2023, I feel that it was for Mr M and Mrs M to have chosen when to instruct a transfer with Barclays after that date. And I don't feel that Barclays should fairly be instructed

to reimburse any exchange rate loss Mr M and Mrs M incurred because they chose not to instruct a transfer pending the resolution of their complaint with Barclays.

Mr M and Mrs M are unhappy with how Barclays handled their complaint, including that they took several months to respond. I can appreciate Mr M and Mrs M's strength of feeling on this matter. But I'm unable to comment on the merits of this aspect of their complaint.

As a financial ombudsman, my remit covers points of complaint about regulated financial matters. But how a business handles a complaint isn't itself a regulated financial matter. And this is the case even when a complaint is about a regulated financial matter — as Mr M and Mrs M's complaint is. In short, I can consider the subject of Mr M and Mrs M complaint, but not how Barclay's have handled that complaint.

All of which means that while I will be provisionally upholding this complaint, I'll only be doing so on the same basis as the initial view of this complaint put forward by our investigator, with my provisional instruction to Barclays being that they must pay a further £200 compensation to Mr M and Mrs M. As explained, this is because I feel that the payment of a further £200 to Mr M and Mrs M provides fair compensation for the service issues that they experienced for which I feel Barclays should be considered accountable. And I don't feel that Barclays should reasonably be instructed to take any further or alternative action beyond that.

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In my provisional decision letter, I gave both Mr M and Mrs M and Barclays the opportunity to respond and provide any comments or new information they might wish me to consider before I moved to issue a final decision. Barclays confirmed that they were happy to accept my provisional decision, whereas Mr M and Mrs M did not respond.

As such, I see no reason not to issue a final decision here whereby I uphold this complaint in Mr M and Mrs M's favour on the basis described above. And I hereby confirm that my final decision is that I do uphold this complaint on that basis accordingly.

### **Putting things right**

Barclays must pay £200 to Mr M and Mrs M.

#### My final decision

My final decision is that I uphold this complaint against Barclays Bank UK PLC on the basis explained above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M and Mrs M to accept or reject my decision before 28 May 2024.

Paul Cooper Ombudsman