

The complaint

Ms C is unhappy with the service she received from Barclays Bank UK PLC surrounding a recurring direct debit that was in place on her account.

What happened

Ms C noticed that a recurring direct debit instruction present on her account had been cancelled by Barclays in error. Ms C called Barclays but the staff member she spoke with didn't resolve this issue, meaning that Ms C had to call Barclays back to have the direct debit reinstated. Additionally, one of Barclays staff promised to pay £25 to Ms C as a good will gesture, but this wasn't paid, meaning that Ms C had to call Barclays again. Ms C wasn't happy about the service she was receiving from Barclays, so she raised a complaint.

Barclays responded to Ms C and apologised for what had happened. They confirmed that a £25 goodwill gesture had been paid to Ms C. Barclays then paid a further £40 to Ms C as compensation for any trouble or upset she may have incurred. Ms C wasn't satisfied with Barclays response, so she referred her complaint to this service.

One of our investigators looked at this complaint. They felt Barclays response to Ms C's complaint, including the apology and payments totalling £65, already represented a fair outcome to what had happened. Ms C didn't agree, and 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.

Barclays don't dispute that they provided poor service to Ms C here, and they've apologised for this and made payments totalling £65 to Ms C by way of compensation. However, Ms C doesn't feel that Barclays response to her complaint goes far enough in consideration of the impact of what happened on her.

Ms C has explained to this service that she was experiencing difficult personal circumstances at the time of the events in question and that she was also engaged in a further complaint with Barclays about a separate matter, both of which heightened the impact of the poor service that she received.

Having read Ms C's description of the difficult circumstances she was experiencing at that time, it's only natural for me to sympathise with her on a personal level. But even in consideration of those circumstances, in my professional capacity as an ombudsman, I feel that the response that Barclays have already issued to Ms C regarding this complaint does provide a fair and reasonable resolution to it.

One reason I say this is because while Barclays didn't reinstate the direct debit for Ms C when they first should have, they did reinstate the direct debit after Ms C called back. And Barclays also explained to Ms C that because the direct debit had been reinstated close to

the next scheduled payment date, that payment might not be made, and that Ms C might need to contact the intended recipient to arrange an alternative payment for that month with them.

When a business makes a mistake, this service would generally expect that business to undertake the corrective action necessary to return their affected customer, as much as reasonably possible, to the position they should be in, had the mistake never occurred.

I feel that by reinstating the direct debit and telling Ms C that the next scheduled payment might not be made, that Barclays did this. As such, I don't feel that any further corrective action is fairly or reasonably required of Barclays.

Additionally, where a business has accepted it has made a mistake, as Barclays have here, this service would expect that business to fairly compensate the affected customer for any trouble and upset that the customer had incurred because of that mistake.

In this instance, Ms C had to make several calls to Barclays to resolve this issue, at a time when she was experiencing difficult personal circumstances. But taking these factors into account, alongside the general framework that this service uses when assessing compensation amounts (details of which are on this service's website) I feel that the £65 total payment that Barclays have made to Ms C is a fair amount. And I can confirm that it's commensurate with what I might have instructed Barclays to pay to Ms C for what happened, had they not already done so.

Of course, matters of compensation can be subjective, and I don't seek in any way to invalidate Ms C's own experience of the upset and distress she incurred during a difficult time. But it is to say that, from an impartial perspective, taking the circumstances of what happened here into consideration, I feel that Barclays apology, corrective action, and payment of £65 to Ms C does represent a fair outcome to her complaint.

Ms C also feels that Barclays caused her to enter a dispute with a gym that she was a member of. This is because Barclays told Ms C that a direct debit for her gym membership was paid late, when in fact it wasn't paid at all, which led Ms C to enter a dispute with the gym about whether her payment had been received by the gym or not.

Barclays don't accept that they gave Ms C incorrect information about a direct debit being paid when it wasn't. And I haven't seen any evidence in any of the submissions provided to this service by either Ms C or Barclays which I feel corroborates Ms C's claim in this regard. Accordingly, I won't be upholding this aspect of Ms C's complaint.

Finally, Ms C is unhappy that the gym in question has refused to destroy a bank statement that she sent to them as proof that she had made the payment to the gym. I can understand how this would be upsetting for Ms C, but this complaint is against Barclays, and not the gym. And Barclays have no control over the actions of the gym. As such, I can only hope that Ms C is able to resolve this matter with the gym directly.

I realise this won't be the final decision that Ms C was wanting, but it follows from all the above that I won't be upholding this complaint or instructing Barclays to take any further or alternative action here. This is because, ultimately, I feel that Barclays have already provided a fair outcome to Ms C's complaint. I hope that Ms C will understand, given what I've explained, why I've made the final decision that I have.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms C to accept or reject my decision before 12 February 2024.

Paul Cooper
Ombudsman