

The complaint

Mrs R complains about the service that she received from Barclays Bank UK PLC.

What happened

Mrs R has a Barclays current account. After she reported some fraudulent transactions on her debit card, Barclays refunded the transactions and issued a new card.

Mrs R didn't receive the replacement card so followed up with Barclays. Mrs R said that after initially telling her that the card had been sent but lost, Barclays said it failed to send the replacement card in the first place and then questioned her recollection of the phone call that she had. Mrs R said that the upset and inconvenience caused her existing medical condition to flare up.

When Mrs R brought her complaint to us, Barclays made an offer of £150 compensation which our investigator initially endorsed. But after considering further information from Mrs R, together with call recordings from Barclays, our investigator revised his view and asked Barclays to pay £300 compensation.

Our investigator said that after listening to the calls, Barclays didn't order a replacement card during the call on 14 November 2023. He could hear Barclays tell Mrs R on 24 November 2023 that it had ordered the card which must then have been lost in the post. On 28 November 2023, Barclays told Mrs R that it had already told her that it had not ordered the card when this was incorrect.

Our investigator noted that during the call on 28 November 2023, Barclays confirmed that a fast track service could be used to get the card to her more quickly but didn't use this service despite knowing about Mrs R's particular circumstances. Mrs R had to use telephone rather than online banking as she didn't have a working card to use in her PINsentry card reader.

Barclays agreed with our investigator's recommendation but Mrs R did not. She said the situation caused her existing medical condition to flare up over Christmas, leaving her heavily reliant on pain relief. Mrs R said that her Christmas was ruined. She thought £800 compensation better reflected the stress and anxiety caused to her.

After considering the complaint, I issued a provisional decision on 18 September 2024. I have included most of that provisional decision below but have removed some personal information which could risk identifying Mrs R:

Barclays agrees that it made mistakes when dealing with Mrs R, so I have thought about whether our investigator's recommendation of £300 compensation goes far enough to put things right. Having considered everything, I don't think this award adequately reflects the impact on Mrs R and will explain why.

I have listened to several call recordings supplied by Barclays as follows:

14 November 2023 - this is the call where Mrs R reported fraudulent activity on her account. Barclays responded sympathetically and cancelled Mrs R's debit card. Barclays asked whether she would be okay without the card for a few days, to which Mrs R replied that she could transfer money to a family member if needs be. During this call, Mrs R explained some of her personal circumstances. So, at this point, despite Mrs R saying she could find a work around to not having her debit card for a few days, Barclays was aware that Mrs R's personal circumstances potentially left her in a more vulnerable situation than other customers may be.

24 November 2023 – Mrs R rang Barclays up to chase delivery of the card. She also explained that she had been locked out of her bank account online and could not regain access using her PINsentry. At this point, Mrs R had been without her debit card for 10 days.

During the call, Barclays checked with its fraud team and came back to Mrs R to say that a debit card had been sent out, but that it was pending use and therefore presumed lost. The Barclays' agent said he had cancelled the missing debit card and ordered a new one. He did not refer to the personal circumstances that Mrs R previously disclosed and did not offer to fast track delivery of the debit card, despite this being an option.

I accept that Barclays transferred money to Mrs R's family member so that she could use a different account and debit card but this involved telephoning Barclays each time. I don't think this was a convenient way to operate Mrs R's bank account. Particularly in the run up to Christmas.

28 November 2023 – Mrs R rang Barclays about her card and explained again that she was locked out of her account online. She asked Barclays to transfer money to her family member's account only to be told that it was not supposed to make transfers without having passed the highest level of security. I appreciate this was frustrating and concerning for Mrs R as Barclays had previously told her that she could call and ask to transfer up to £500 from her account each day.

Barclays then said it could look to fix the fact she was locked out of her account – despite Mrs R having explained she could not use her PINsentry – before agreeing that it was not possible without the PINsentry. After realising this, Barclays agreed to make the transfer as requested.

At this point in the call, Mrs R expressed doubts that Barclays had sent out a replacement debit card after she called on 14 November 2023. On checking its records, Barclays confirmed that although there had been a new card request, it had not been sent out. I can understand that this was upsetting and frustrating for Mrs R, particularly as Barclays told her on 24 November 2023 that her card must have been lost in the post. Mrs R was concerned about the missing card, as she had already been the victim of fraud.

There was some discussion about express delivery, to which Barclays said that fast track delivery is up to three working days. It also explained that although Mrs R had spoken with Barclays on 24 November 2023, the card was not dispatched until after the weekend – 27 November 2023. Given the delays that had already happened and as Mrs R could not access her account online, I think it would have been reasonable to expect Barclays to fast track delivery of the debit card on 24 November 2023 or at least the next working day.

Understandably, Mrs R complained to Barclays that she had been misinformed during the call on 24 November 2023. Barclays rang back later the same day and said that having listened to the call, their colleague had confirmed there had been an error when ordering the card on 14 November 2023. Mrs R strongly disagreed with this and explained that during the call a few days earlier she had even checked her post that had just been delivered to see if the card had arrived.

I don't know whether when Mrs R spoke with Barclays for the second time on 28 November 2023, the member of staff was referring to the call that had taken place earlier that day. In the earlier call, it's true that Barclays told Mrs R that the card had not been dispatched on 14 November 2023. But this is not the call that Mrs R was referring to. She had already explained she was concerned about Barclays lying to her on 24 November 2023. So, when Barclays insisted that it had checked the transcript and disagreed that it had told Mrs R that her card had previously been dispatched, Barclays either misheard or had listened to the wrong call. Either way, I think by continuing to disbelieve Mrs R's version of events and failing to double-check the previous call, Barclays caused significant distress to Mrs R. She said that a family member heard part of the call and suggested Mrs R might be suffering from dementia.

I should say that although Mrs R refers to Barclays "lying" – this implies a deliberate intention to mislead. Instead, I think it more likely there was a failure to correctly check the information it held, but this does not detract from the impact the mistakes had on Mrs R.

It is not my role to penalise a business for the mistakes that it makes. However, I can award compensation for distress or inconvenience. In Mrs R's case, Barclays' mistakes have caused her both distress and inconvenience. She spent considerable time first trying to get through to Barclays to follow up delivery of the debit card and then in the calls themselves. Due to her personal circumstances, taking time out to speak on the phone was difficult.

Then Mrs R was left terribly upset when Barclays disbelieved her recollection of the call that took place on 24 November 2023. It should have double-checked whether it had listened to the correct call or viewed the correct transcript. By not doing so, Mrs R was left with the impression that Barclays thought she had made the conversation up. Mrs R goes as far to say that her family member suggested she was forgetting things or had become muddled in some way. I think this must have been upsetting for Mrs R.

Mrs R finally received her replacement debit card on 4 December 2023, which was 14 to 15 working days after her original debit card had been cancelled. I agree with Mrs R that this was a long time to wait for something that should have arrived by 20 or 21 November 2023 at the latest. The inconvenience was compounded by the fact that without the replacement card, Mrs R could not use her PINsentry to access her account online. She could not easily get to a branch, so had to call Barclays to transfer money on her behalf. I appreciate Mrs R still had access to her money if she transferred it to her family member's bank account but this was an inconvenient way to operate her account.

When Mrs R spoke with Barclays about her complaint on 5 December 2023, she explained that the stress had exacerbated her existing medical condition. I understand that stress can cause the symptoms of this particular condition to worsen or flare up more frequently. So, the impact of the mistakes on Mrs R was worse than for someone else who does not suffer from this condition.

I have thought about whether it is necessary for Mrs R to supply medical evidence to support what she says about her health being impacted but don't think this is necessary. I say this as Mrs R told Barclays about her condition during the call she had in early December 2023. It seems unlikely to me that Mrs R would have invented the condition during the call. And it is well known that stress can worsen symptoms. So, I don't find it fair to put Mrs R to the trouble of obtaining medical evidence on this point.

Our approach to making awards for distress and inconvenience can be found on our website. The award which our investigator suggested sits at the very top end of an award we might make where there have been repeated small errors or a larger single mistake, with acute stress lasting hours or milder effects over a longer time. However, for the reasons set out above, I think Barclays' mistakes caused considerable upset and worry, extending into the Christmas period due to a flare up of Mrs R's medical condition. In line with our published guidance, I consider an award of over £300 and up to £750 is fair in the circumstances. As Mrs R had an alternative – albeit inconvenient way – to access her money, I consider £600 compensation is fair.

I appreciate that Mrs R wants Barclays to pay £800 compensation but an award of that size would fall within the range of award we might make where the mistake has caused substantial distress, upset, and worry. And where disruption has been caused over many months. I don't intend any disrespect to Mrs R but I am not persuaded that the mistakes that Barclays made justify an award in this substantial distress bracket.

Further submissions

Both Mrs R and Barclays accepted my provisional decision. Barclays also said that it can add a marker to Mrs R's account regarding any additional needs she may have due to her health condition. This can be done by calling Barclays or using the mobile app if Mrs R has access to this.

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.

As both parties agree to my provisional decision, I consider it fair to make my final decision along the same lines. I leave it with Mrs R to contact Barclays if she would like it to place a marker concerning her health condition on her account.

My final decision

My final decision is that I uphold this complaint and direct Barclays Bank UK PLC to pay Mrs R £600 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 22 October 2024.

Gemma Bowen
Ombudsman