

The complaint

Mr H says Barclays Bank UK PLC's IT outage meant he couldn't buy a car and has suffered a loss as he can't buy the same car for the same price.

What happened

Barclays had an IT outage over the weekend of 31 January to 2 February 2025.

Mr H had won an online auction for a car, the price to pay was £1,050. Mr H was due to pay for the car and collect it in person on Saturday 1 February 2025.

Mr H travelled a significant distance to collect the car but couldn't buy it because he couldn't transfer or withdraw money, because of Barclays' IT issues. Since Mr H couldn't pay for the car, it was sold to someone else.

Mr H complained to Barclays, and it responded to say it had increased a previous offer from £100 to £500 but wouldn't compensate for any loss of opportunity.

Barclays responded a second time to say it wouldn't increase its offer, Mr H had accepted £500 and repeated it wouldn't cover a loss of opportunity.

Unhappy with these response Mr H brought his complaint to this service. Mr H wanted Barclays to pay the difference between the car Mr H was due to buy and an equivalent.

An investigator looked into things but didn't think Barclays needed to compensate for the difference in prices. The investigator accepted Mr H was put to a lot of inconvenience in the travel and lack of car purchase, but thought the £500 was fair compensation.

The investigator also said Mr H was able to buy another car. And the investigator said they couldn't consider complaint handling, part of Mr H's complaint. The investigator also said they couldn't look at what Barclays had paid other people.

Mr H disagreed and said he didn't understand why Barclays was focussing on the other car, his complaint was about the car he couldn't buy.

There was also some disagreement about when Mr H took money from a cash machine, and whether this affected his withdrawal limit for the day.

Mr H said all he wanted was the difference between the car he'd won at auction, but not been able to buy, and an equivalent one. Mr H asked for an ombudsman to decide things.

My provisional decision

Although I didn't intend to uphold Mr H's complaint, I thought I needed to add some clarity to any claim for a loss of opportunity. I issued a provisional decision and in it I said:

There's no dispute Mr H was affected by Barclays' IT outage. And there's no dispute Mr H

lost out on the car he'd won at auction.

I've listened to the calls Mr H had with Barclays, and I think it's clear Mr H accepted Barclays' offer of £500 compensation for the distress and inconvenience he was caused. Mr H negotiated with Barclays, and I don't intend to increase this amount.

But I think it's also clear Mr H accepted this on the understanding Barclays wouldn't compensate for any loss of opportunity. Barclays says this is in its terms.

And whilst I agree this is in Barclays' terms, this doesn't mean it's always going to be fair for it to refuse to compensate for a loss of opportunity.

I think Barclays' IT outage meant Mr H couldn't buy the car he'd won, this is a loss of opportunity, and potentially a loss of profit if Mr H was to sell the car on.

I've used a well-known valuation company to get a price for the car Mr H won at auction. This valuation is £1,273 and was generated using the registration number. I'm satisfied this is a fair retail valuation of the car.

Mr H has sent in an advert for what he says is a comparable car, priced at over £2,000. But this car is a 2 litre, the one Mr H was intending to buy was 1.6 litre. I don't think these cars are comparable, I think the online valuation is fairer.

There is still a potential loss of opportunity, the valuation I have is more than the £1,050 Mr H was due to pay the seller.

But, listening to the calls Mr H had with Barclays, it's clear he bought another car. Mr H explains he left a piece of jewellery as a deposit and then went back and bought the car.

I realise Mr H doesn't think this second car is relevant, but I think it is. Had Mr H been able to buy the first car, the one he won at auction. I don't think he'd have bought the second car.

This means Barclays' IT outage meant Mr H bought this second car. I have to consider whether Mr H has had a loss or gain with the purchase.

I asked Mr H for details of the car he bought, but he's not sent anything in.

Without being able to see what car Mr H bought, the specifications and age, and what he paid for it, I can't safely say Barclays caused Mr H a loss.

I think it would be unfair if Mr H got an even better deal on the second car, but was still compensated for missing out on the first car.

So, whilst in principle I think Barclays should be compensating for Mr H's loss of opportunity, until I know whether there's been a loss I can't ask Barclays to pay anything.

And having asked Mr H for the details of the new car, and Mr H refusing, I'd need some very persuasive evidence around the second car and how much was paid. I'm unlikely to accept Mr H's testimony alone, I'm likely to need to see the paperwork associated with the sale.

I leave it to Mr H is he wants to send in further information which, if he does, I'll consider and decide if I think Barclays is responsible for any loss of opportunity.

Mr H queried a cash machine withdrawal and when it was done. I agree Barclays' records don't make sense. According to Barclays' records, Mr H was able to withdraw money, in a shop, when the shop was closed.

I don't think this is correct, I think it's more likely Mr H took money from a cash machine earlier than the Saturday Barclays said he did, most likely the day before.

But I don't think this changes the outcome of Mr H's complaint. I agree this caused Mr H inconvenience, but as explained above, Mr H accepted £500 for the distress and inconvenience he was caused.

Mr H has also mentioned his neighbour, who it seems was compensated for a loss of opportunity. I can't comment on this past saying I'm also of the opinion Barclays should compensate Mr H for any loss, but I can't say there's been a loss.

Mr H was also unhappy with the way Barclays handled his complaint, some of the calls and the time taken to resolve things. But, as the investigator explained, complaint handling isn't a regulated activity in its own right.

The rules this service was set up under, DISP, list activities I can consider. DISP 2.3.1R lists some activities, but complaint handling isn't included in this list or covered elsewhere.

And I don't think the complaint handling Mr H mentioned is ancillary to his main complaint, the IT outage at Barclays. So, I can't consider what Mr H has said about how Barclays handled his complaint.

Since Mr H negotiated and accepted Barclays' offer of £500 in compensation I don't intend to increase this payment. I think Mr H fully explained the impact of the IT outage and Barclays made an offer Mr H accepted.

I don't think Mr H has been further inconvenienced or distressed by anything related to his complaint after he accepted the £500. Because of this, I think the £500 is a fair amount for Barclays to compensate Mr H.

But until I have persuasive evidence Mr H experienced an overall loss, across the failed and successful car purchases, I can't ask Barclays to pay more to Mr H.

Responses to my provisional decision

Neither Mr H nor Barclays responded to my provisional 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.

Since neither party has added anything to change my mind, my final decision is in line with my provisional decision.

My final decision

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 28 August 2025.

Chris Russ **Ombudsman**