

## **complaint**

Mr F is unhappy with the way Barclays Bank UK PLC treated him during a branch visit.

## **background**

Mr F visited a Barclays branch on 23 November 2018 to deposit money. Barclays said that as it didn't hold a telephone number or email address for him, the staff member was prompted to request this information from him. And this was to hold for security purposes. Mr F said that Barclays refused to return his card until he gave a contact number. But he didn't, and still doesn't, want Barclays to have his telephone number.

Mr F was unhappy that he'd been asked to give his contact details in branch and contacted Barclays by telephone the same day to make a complaint. But Barclays didn't log the complaint until 11 December 2018 when Mr F got in contact again. It said this happened because the usual way it processes complaints involves making a call to the customer, which Mr F didn't want to happen. But it acknowledges it should've dealt with this differently and said it has arranged for feedback to be given around this.

Barclays offered £40 compensation for the trouble and upset caused by the situation and a further £20 to cover the cost of the telephone calls. It also gave feedback to the branch involved to explain that it should've accepted that Mr F didn't want to provide a telephone number. And it said it had put a note on its system to say that Mr F didn't wish to be contacted by telephone or to provide any telephone numbers.

Our investigator considered this case and thought that Barclays offer was fair. But Mr F disagreed. He thought a compensation payment of £250 would be more appropriate. So the complaint has been passed to me to consider.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

While I acknowledge that Mr F found this to be a distressing experience, I think Barclays' offer is fair in the circumstances. I'll explain why.

Barclays has apologised for what went wrong here. It agrees with Mr F that it shouldn't have asked him to provide his telephone number when he didn't wish to do so and that it should have logged his complaint earlier. So the disagreement here is about the amount of compensation it's offered to reflect the impact of its actions, not about whether something went wrong.

Barclays didn't provide Mr F with the level of service he'd expected to receive in branch or in the follow-up communication. There isn't sufficient evidence to know exactly what happened in the exchange between Mr F and Barclays. However, it doesn't seem unreasonable that Barclays ideally wanted to have additional security material in place (particularly as it might be held liable for any lost funds if the account or card were later misused by a third party). But, based on what's been said, it seemingly went too far when trying to obtain this information.

I've thought about the impact this had on Mr F. It's important to note that our service isn't here to punish businesses but to award compensation for actual loss or damage (whether financial or otherwise). Nor is it here to regulate a business's internal processes or commercial judgments. So it's not for me to say that Barclays shouldn't choose to ask customers for their telephone numbers. It's not an inherently unreasonable request – and not contrary to any law or contractual provision of which I'm aware. On the contrary, it seems like a sensible security measure to protect both parties. But Mr F clearly found this situation distressing, so I think the branch staff should have recognised this and tried to find a way of achieving an outcome that was mutually acceptable.

I'm satisfied that Mr F hasn't lost out financially as a result of what Barclays did. And, while Barclays should've logged the complaint before it did, Mr F received a final response letter well within the timeframe Barclays is allowed (eight weeks). So, on balance, I do think that £40 is fair compensation for the distress or inconvenience caused by what happened here, plus £20 to cover the cost of the telephone calls.

### **my final decision**

Barclays Bank UK PLC has made an offer to pay £40 compensation, plus £20 to cover call costs. I conclude that such an offer is fair in the circumstances. My decision is that Barclays should pay Mr F £60 – if it hasn't already done so – within 28 days of receiving notice of his acceptance of my decision.

Mr F should note that if he accepts my decision, it will be legally binding on all parties and he probably then wouldn't be able to take legal action over this matter for additional compensation. If, however, he rejects the decision, although his legal rights will remain intact, it'll be purely a matter between him and Barclays as to whether the offer still remains open for acceptance. Strictly speaking, an offer is not binding on the offeror after rejection of it has been communicated.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 26 April 2019.

Melanie Roberts  
**ombudsman**