

## **The complaint**

Ms S complains that Barclays Bank UK PLC has treated her unfairly in a number of ways over the years.

## **What happened**

I have already corresponded, at some length, with Ms S and Barclays in relation to the various complaints Ms S has asked us to look into as well as other, related matters. So the circumstances that led to this complaint are well known to both parties. I won't repeat them in detail here but I will instead focus on giving reasons for my 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.

The bank has given Ms S various answers about different complaints over the years but she has, on occasion, sought to raise the same, similar or related complaints again. Similarly, the contact Ms S has had with us means we have set up a total of three cases for her. But the matters Ms S has complained about seem intertwined and, sometimes, she has confused elements of each complaint and also introduced new aspects along the way. As a result, this has been a somewhat unusual and challenging case to decide. I wouldn't usually combine, and consider under one complaint reference and in one decision, complaints about different products and different events. But in Ms S's particular circumstances, I think that's the right thing to do here in order to resolve matters once and for all.

For clarity, I will split out the various heads of Ms S's complaints as far as I possibly can.

### Mis-sold Payment Protection Insurance (PPI)

In 2014 Ms S first complained to Barclays – via a claims management company – that she had been mis-sold PPI. On 18 November 2014 the bank wrote to the claims management company and Ms S. The letter explained that Ms S had only been sold PPI with two of the four loans she'd taken out between 2000 and 2005. The bank upheld Ms S's complaint and paid £3,786 compensation into her sole current account. Barclays letter explained Ms S had six months to refer a complaint to this service if she was unhappy with the bank's response.

In October 2020 Barclays looked again at Ms S's complaint. It's not clear what prompted this review but it resulted in the bank paying a further £1,892.81 compensation to Ms S. Her sole current account had been closed and defaulted by this point so the bank paid the compensation into Ms S's savings account. The letter explained Ms S had six months to refer a complaint to this service if she was unhappy with the bank's response.

The rules under which we operate say that, where a business doesn't consent, I can't consider a complaint which is referred to me more than six months after the date it sends the complainant its final response letter advising them they may refer the complaint to this

service. Dispute Resolution rule 2.8.2R (1) can be found in the regulator's handbook of rules and guidance.

Ms S didn't complain to this service about the PPI mis-sale (and/or the related compensation awards Barclays made) within six months of the final response letters it sent in November 2014 and October 2020. So I cannot consider any complaints Ms S may now wish to make about the mis-sold PPI and the related compensation awards the bank has made.

#### Mis-sold Current Account Plus (packaged bank account)

In 2015 Ms S complained – via a claims management company – to Barclays that she had been mis-sold a packaged bank account (the Current Account Plus)

Barclays sent a final response letter on 24 July 2015 to the address Ms S gave on the letter of authority she signed giving the claims management company permission to pursue the complaint on her behalf. Barclays didn't uphold Ms S's complaint and didn't refund any of the packaged account fees she'd been charged over the years. The bank also confirmed that she was still paying a monthly fee for the account – which made her eligible for the packaged account features and benefits – and explained that she should get in touch if she wanted to remove the product from her account.

The letter also explained Ms S had six months to refer a complaint to this service if she was unhappy with the bank's response.

As I've already explained, the rules under which we operate say that, where a business doesn't consent, I can't consider a complaint which is referred to me more than six months after the date it sends the complainant its final response letter advising them they may refer the complaint to this service.

We don't keep records of complaints indefinitely but, as far as I can tell from the records we still hold, Ms S didn't refer a complaint to this service about the Current Account Plus within six months of the 24 July 2015 final response letter. So we can't consider a complaint about that matter.

#### Mis-sold Tech Pack

In May 2016 Barclays withdrew the Current Account Plus and – because Ms S hadn't downgraded her account following her complaint in 2015 – Ms S's account changed to a Barclays Bank Account with added Tech Pack. In May 2019 Ms S complained about the Tech Pack and it was removed from her account on 2 November 2019.

This service originally told Ms S that she hadn't referred her complaint about the Tech Pack to us in time – within six months of the bank's 27 June 2019 final response letter. But I found that we had made a mistake when drawing this conclusion – Ms S had got in touch within six months under a different, earlier complaint reference number and we had overlooked this.

So Ms S's complaint about the Tech Pack was brought in time, but I don't think the Pack was mis-sold.

Ms S said she didn't realise the Tech Pack had been added to her account. But Barclays wrote to her on two separate occasions in 2016 and explained what changes were being made to the account. It also explained that she could opt out of the Tech Pack and, if she did, there would be no ongoing monthly account fee. These letters were sent to the address which the bank held for Ms S in relation to her sole account and I'm satisfied the available evidence indicates Ms S was living at, and corresponding from, that address in 2019.

Overall, I think the bank made Ms S aware about the Tech Pack and I can't fairly conclude it was mis-sold.

Ms S also complained that the bank hadn't downgraded her account and removed the Tech Pack quickly enough. Ms S told the bank when she made her complaint in May 2019 – via the bank's webchat – that she wished to downgrade. But she ended the webchat before the bank's agent could go through the necessary process to remove the Tech Pack. Barclays explained this in the 27 June 2019 final response letter and invited Ms S to get in touch again if she still wanted the Pack to be removed. She did so in November 2019.

After removing the Tech Pack in early-November 2019, Barclays refunded that month's monthly fee (£12.50). And, in January 2020 – seemingly after Ms S continued to express her concern about the delay in removing the Pack – Barclays paid Ms S a further £125 into her sole current account as a gesture of goodwill. The bank says this sum was equivalent in value to the Tech Pack fees Ms S had been charged between February and October 2019.

After I became involved with this complaint, as a further gesture of goodwill and with a view to resolving Ms S's complaint, Barclays offered to reduce Ms S's outstanding debt by £334.50. This sum is equivalent to the Tech Pack fees Ms S was charged and which have not already been refunded.

#### Closure of sole account and sale of debt to Debt Collection Agency

Ms S says it was unfair of Barclays to close and default her sole current account in 2020 and then sell the debt to a third party. I've considered carefully everything she's said about this, but I disagree.

Ms S has said the overdraft debt arose due to a number of events, but I think she has mis-remembered and/or confused what's happened over the years. That's understandable given time that's passed, but I must be clear that:

- The current account debt didn't arise solely due to the Tech Pack fees Ms S was charged. She was charged a total of £472 in Tech Pack fees but her overdraft balance was far higher than that – a little over £1,900 – when the account was defaulted. And the account had been in debt going back to 2013, three years before the Tech Pack was put in place.
- The current account debt didn't arise as a result of the bank taking back a refund of the Tech Pack fees Ms S was charged between 2016 and 2019. The only Tech Pack fees that the bank has refunded were £12.50 (on 7 November 2019) and £125 (on 2 January 2020). Nor did the bank take back any of the refunds it awarded in relation to Ms S's PPI complaint (which I've spoken about in more detail above).
- Ms S's overdraft debt was repayable on demand and I'm satisfied Barclays was entitled to close and default this account. There is no requirement for the bank to keep an account open when only a small amount is being repaid each month – as was the case here because Ms S didn't have the money available to repay the debt at the point of default and hasn't repaid it since then. The bank is also entitled to pass and/or sell the outstanding debt to a Debt Collection Agency. I understand Barclays has since recalled the debt and is managing the repayment of it in-house, within its Recoveries department.
- I have seen nothing which supports Ms S's more recent assertion that Barclays decided to default this account simply because she referred a complaint to this service.

- This current account had already been closed and defaulted at the point when Barclays revisited Ms S's PPI complaint (which I've spoken about in more detail above) so the compensation was paid into her savings account. That does not seem unreasonable in the circumstances.

I don't think Barclays has acted unreasonably in the circumstances so I cannot fairly tell it to reinstate Ms S's account or do anything to get the related adverse information removed from her credit file.

#### Incorrect address held, and used, by Barclays

Ms S has said that, at various points in time, Barclays has held her address incorrectly. The bank has accepted that mistakes have been made and, at times, it has held more than one address for Ms S at one point in time. But I've also taken into account that Ms S has indicated that some letters sent to old addresses have still reached her because they've been passed on by the current resident.

I've looked carefully at the bank's records and also given Ms S the opportunity to provide her complete address history given the confusion there seems to have occurred here. She hasn't done so and I don't think it's possible now to work out exactly where things went wrong or if that was entirely the bank's fault.

In May 2022 Barclays paid £100 compensation into Ms S's joint current account after she told this service that she accepted this award in relation to the mistakes with her address records. But, subsequent to that acceptance, she sought to pursue elements of her complaint where the issues with her address records played a part.

Where relevant, I have considered the records relating to Ms S's address under the other heads of complaint. But, for completeness, I would say that I think the £100 standalone compensation – made to recognise, more broadly, that the bank may have made mistakes along the way with Ms S's address – was a fair and reasonable award at the time it was made and accepted.

#### Summary

The bank has offered to reduce Ms S's outstanding debt by £334.50 in full and final settlement of all the matters complained about and covered in this decision. Taking everything into account, I think this is a fair and reasonable award in all the circumstances of this complaint.

Ms S now needs to decide whether to accept this award and my decision. She may continue to be disappointed with the outcome I've reached and so may decide not to accept. That is her right and entirely her decision to make. But I must also make clear that, whether or not Ms S accepts my decision, this decision marks the end of our consideration of her complaints. So we will not revisit again, or continue to correspond about, any of the matters and/or complaint points that I have addressed here even if Ms S tries to repeat or reframe aspects of her complaint in a different way.

#### **My final decision**

My final decision is that I uphold this complaint in part and, in full and final settlement of the complaint, I instruct Barclays Bank UK PLC to reduce Ms S's outstanding debt by £334.50

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 8 April 2024.

Ruth Hersey  
**Ombudsman**