

The complaint

Ms D complains about delays by Barclays Bank UK PLC trading as Barclaycard after she requested old credit card statements.

What happened

The background to this complaint and my initial conclusions were set out in my provisional decision. I said:

Ms D held a credit card with Barclaycard between December 2015 and October 2017. Ms D's explained that more recently her and an ex-partner have split up. In July 2023 Ms D asked Barclaycard to provide statements from her credit card so she could use them in a court case between her and her ex-partner.

Ms D spoke with Barclaycard on 31 July 2023 and was able to provide her previous address and the last four digits of her card number. The agent Ms D spoke with said she would be likely to receive the statements within 15 days. Ms D's told us she updated her solicitors about the timeline for the statements and that the account would form part of the court case between her and her ex-partner.

The statements Ms D requested were not sent to her and Barclaycard didn't contact her to explain the delay. In late August 2023 Ms D chased Barclaycard and a complaint was logged. Ms D explained she'd incurred solicitor's costs as a result of the delay and problems she'd experienced with Barclaycard providing the promised statements.

Barclaycard issued a final response on 5 September 2023 and explained its agent shouldn't have previously promised to provide Ms D's credit card statements as the full card number wasn't supplied. Barclaycard said the statements were unavailable due to the length of time that had passed but said if Ms D was able to provide her full credit card number at a later date it could search further. Barclaycard declined Ms D's request to cover her additional legal fees but paid her £50 to apologise.

Ms D referred her complaint to this service and it was passed to an investigator. Within Ms D's submissions she provided a solicitor's invoice for £510 representing the additional work they'd undertaken as a result of delays in requesting outstanding evidence and documents. Within its submission, Barclaycard said it wanted to make Ms D a new offer and pay a further £100.

Ms D didn't accept the offer and Barclaycard later withdrew it. On 16 May 2024, Barclaycard sent over copies of all Ms D's credit card statements from December 2015 to the date of closure. Barclaycard explained that its front office staff and complaint handlers didn't have access to the system required to provide the statements which is why they weren't supplied sooner. Our investigator upheld Ms D's complaint, forwarded her statements and asked Barclaycard to pay her a total of £250. Barclaycard agreed.

Ms D asked to appeal and said she still wanted the legal costs she'd incurred as a result of Barclaycard's actions to be paid. Ms D also provided details of losses she says could've

been claimed back if the statements had been provided sooner, totalling around £5,000. As Ms D asked to appeal, her case has been passed to me to make a decision.

What I've provisionally 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.

I've been reasonable brief in setting out the timeline above as all parties broadly agree concerning what happened and when. I'm going to focus on how to fairly resolve Ms D's complaint which is in line with the informal nature of this service.

I've reached a different decision to the investigator and intend to uphold Ms D's complaint further. I'll explain why.

Ms D first asked for her credit card statements on 31 July 2023 and was initially advised they would be supplied. But it's since come to light that because the agent Ms D spoke with didn't have access to the right system, the statements weren't sent to her. I note no one from Barclaycard contacted Ms D to notify her of that. And, more of an issue for me, that response was somewhat misleading. Whilst the agent Ms D spoke with (and the complaint handlers) didn't have access to the right system, the statements still existed. And they were in fact sent to us on 16 May 2024, many months after they were first requested.

Ultimately, Ms D's request should've made it to someone at Barclaycard who had access to the right system and been dealt with in a reasonable timeframe. I'm satisfied that Ms D did most likely incur additional legal costs at this time as a direct result of how her enquiries were handled by Barclaycard. And I'm satisfied that that Barclaycard could've responded in good time, without the need for Ms D to chase, complain and ultimately refer her case to this service.

I can see Ms D has sent us a copy of her solicitor's invoice for £510 dated 29 September 2023. The invoice confirms the costs Ms D incurred came about as a result of delays in relation to outstanding evidence and documents and led to around 1.5 hours' time being used and two letters being issued. I'm satisfied that is a cost Ms D wouldn't have incurred if the statements had simply been provided after she requested them on 31 July 2023. So I intend to award the £510 solicitor's fees Ms D incurred to her to resolve the complaint.

Our investigator increased the overall level of compensation for the distress and inconvenience caused to Ms D from £50 in the final response to £250. I've considered the award and am satisfied £250 more reasonably reflects Ms D's experiences and the impact of the delays on her and is a fairer way to resolve her complaint. So I'm going to proceed on that basis and award £250 for the distress and inconvenience caused.

I understand Ms D's asked for around £5,000 in additional losses to be paid to her. Ms D's raised various payments made from the Barclaycard over the years and said these would've been included in the court case that has since concluded. Whilst I take Ms D's point, I am unable to award the costs she's listed back to her. We don't know what the court would've awarded or how it would've viewed the costs Ms D has told us about. Ms D may be able to revisit the issue with the courts, but this service can't provide any legal advice. And we can't assume what the court would've done based on the credit card payments Ms D has highlighted to us. I'm sorry to disappoint Ms D but I haven't found grounds to award the additional costs she's requested.

I invited both parties to respond with any new information or points they wanted me to consider before I made my final decision. Barclaycard responded to confirm it was willing to

settle in line with the provisional decision. We didn't hear back from Ms D.

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 neither party has provided any new information for me to consider, I see no reason to change the conclusions I reached in my provisional decision. I still think Ms D's complaint should be upheld, for the same reasons.

My final decision

My decision is that I uphold Ms D's complaint and direct Barclays Bank UK PLC trading as Barclaycard to settle by paying her £510 for legal costs plus £250 for the distress and inconvenience caused (less the £50 already paid).

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms D to accept or reject my decision before 30 September 2024.

Marco Manente
Ombudsman