

The complaint

Mr M complains that Barclays Bank UK Plc has treated him unfairly in relation to his credit card account.

What happened

Mr M paid a third party £1950 for legal services in August 2020. He says he was never provided the legal services, so he complained to the legal services supplier, but didn't get his money back. So he took his dispute to Barclays.

Mr M says he's had problems with Barclays before and feels that it has deliberately treated him badly. He says it's lost his information, breached data rules, reported unfairly on his credit file and hasn't sufficiently compensated him for the distress and inconvenience it has caused him.

Barclays wrote to Mr M in November 2021 explaining how Mr M could send it documents regarding his claim under the Consumer Credit Act 1974 and noting it had explained this to him repeatedly in writing, but Mr M hadn't, to date, provided sufficient information to it for it to properly consider his claim. It said it wasn't persuaded he'd been lied to or that it had broken any laws in relation to the dispute. It said it had refunded him three months of interest as a gesture of goodwill. It noted that there had been a previous dispute between it and Mr M regarding unrelated issues where it could have done better but didn't think this complaint should be upheld. So Mr M complained to our service.

In June 2022 Barclays confirmed to this service it still hadn't received evidence from Mr M regarding the dispute with the legal services firm. After a significant amount of information gathering our Investigator issued an assessment saying Barclays should refund the transaction amount. In November 2022 Barclays agreed. Since that point Mr M has raised a number of further issues and there has been more correspondence between all three parties here. In the end our Investigator decided that Barclays didn't have to do anymore. Mr M didn't agree. So the complaint has been passed to me to decide.

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.

Firstly I should start by making clear I will not address every argument made here by both sides. This is primarily because this service is designed to be a quick and informal service which resolves disputes quickly and fairly without unnecessary fuss. Secondly some issues which have been raised in this complaint have been covered by a colleague's final decision under a different complaint reference at this service, so this service has concluded its consideration of those particular issues. Thirdly some other issues have been resolved between the parties since this dispute started. Accordingly I'm only going to address those key issues, as I see them, that remain outstanding outside of what I've just described here.

The claim under the Consumer Credit Act 1974

Section 75 of the Consumer Credit Act 1974 enables debtors (such as Mr M) to hold creditors (such as Barclays) to a 'like claim' that they would have against a supplier (such as the legal services supplier). As Barclays has refunded Mr M for the transaction described and paid interest on that and because Mr M has acknowledged this, I do not propose to consider this any further other than to say bearing in mind what Mr M has told us about the claim and what Barclays has described as its remedy (of refunding the amount and paying interest) I'm satisfied that particular specific issue has been remedied fairly (in regard to refund and the treatment of interest) since our Investigator upheld that element of Mr M's complaint.

The tax on the compensation

Mr M has repeatedly asked for tax not to be deducted from the interest paid on his refund. Barclays has repeatedly explained that it is obliged to pay this tax even though it knows that Mr M says he's a nil rate taxpayer. When Barclays paid the compensation it explained that Mr M would have to approach HMRC to recoup this taxed amount. Bearing in mind what has happened here around this issue I'm not persuaded that Barclays has treated Mr M unfairly.

Data breaches

Mr M has regularly said Barclays has committed data breaches and he also says it has admitted this to him. I've considered all the evidence here and I'm not persuaded that Barclays has either committed data breaches or admitted to data breaches to Mr M. Mr M points to evidence of this, but I'm not persuaded by what Mr M points to. So I'm not persuaded that Barclays has treated Mr M unfairly in relation to his personal data.

Lost documentary evidence

Mr M has argued strongly that Barclays has lost his evidence regarding his section 75 claim, and it wasn't until this service's involvement that his section 75 claim was fairly treated. I've seen significant evidence from Barclays over a protracted period of time explaining to Mr M that it hadn't received evidence regarding his dispute with the legal services supplier. In those correspondences I can see Barclays repeatedly asking Mr M to supply it and it repeatedly pointing to how he could provide that documentary evidence in relation to his dispute with the legal services firm to it.

Having considered the evidence I can see a significant difference in expectations here about what Mr M felt he had provided and was sufficient to provide to his mind and what Barclays wanted to see from Mr M in terms of evidence. I'm not persuaded that Mr M has evidenced sufficiently that he'd provided all required documentation to Barclays or that it had actually lost it. I should add that considering the entirety of the correspondence between the parties there has been instances of admissions of confusion as to what is meant and some talking at cross-purposes. So I can well understand that there has been confusion between the parties as to what is said and indeed meant.

I can also see in response to one of our Investigator's assessments Mr M has said that "*If they wanted extra information they never asked for it.*" However I can see on a number of occasions Barclays explaining either the evidence it needed or how to supply it (or both) including in its letter of 10 November 2021 which references other four other letters it had sent Mr M on this topic that year. So I'm not persuaded by what Mr M says on this aspect of this complaint.

I can also see where Barclays has said that due to the volume of repeated correspondence from Mr M that it wouldn't necessarily respond to everything Mr M sent it. I can see a degree of Mr M repeating arguments in his correspondence. I appreciate that Mr M feels Barclays has treated him unfairly and understand that he points to having complaints upheld against Barclays in the past. And I can see he is invested in these matters. But I also think Barclays has endeavoured to liaise with Mr M and to address new issues he's brought up.

All in all I'm not persuaded on balance that Barclays has lost such documentary evidence. And even if it had, bearing in mind that Mr M had been fully refunded I'm not persuaded that this has led to Mr M losing out.

Mr M's Credit file

Mr M has said that Barclays has treated him unfairly by reporting on his credit file. I can see Barclays have remedied the Section 75 claim in a fair manner. I can also see there were unrelated transactions on the credit file. Mr M and indeed all users of credit are required to make repayments regularly. And if such repayments aren't made then credit providers are required and obliged to report on credit files such matters. So I'm not persuaded Barclays has treated Mr M unfairly in this regard.

Distress and inconvenience

Mr M says Barclays has provided a bad service to him. Our investigator made clear that other complaints Mr M has with this service about Barclays (and indeed other complaints held with Barclays directly) are to be treated separately. However I can see Mr M has continued to raise matters on this complaint regarding complaints being dealt with or have been dealt with separately. I appreciate Mr M is unhappy with Barclays generally, but I must avoid either prejudicing other complaints or indeed awarding remedy for matters already or possibly to be remedied under other complaints.

It is also clear that Mr M has chosen to make numerous representations to the parties throughout the matter including arguments that are repeated despite having been addressed and that choice is not the responsibility of Barclays. And as I've explained it did inform him that it wouldn't respond to matters already dealt with.

All in all considering everything within the ambit of this complaint I'm not persuaded Barclays needs to do anything further regarding making distress and inconvenience.

And having considered this matter and the key issues as I see them I think Barclays has treated Mr M fairly. As a consequence Mr M's complaint is unsuccessful.

My final decision

For the reasons set out above, I do not uphold the complaint against Barclays Bank UK Plc. It has nothing further to do in this dispute.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 10 January 2024.

Rod Glyn-Thomas
Ombudsman