

## The complaint

Mr M complains that Barclays Bank UK Plc, trading as Barclaycard (Barclaycard) have treated him unfairly. Mr M says this because he was asked for two credit card payments in the space of one month. Mr M is also unhappy with how Barclaycard have engaged with him during what's happened.

## What happened

I issued my provisional findings to both parties on 21 November 2023 setting out why I did not think Mr M's complaint should be upheld, and I invited both parties to provide me with any further submissions in reply to my provisional decision by 5 December 2023.

The background to this complaint was set out in my provisional decision together with my provisional findings, which are included below and now form part of this final decision.

### Background

*Mr M completed a balance transfer of £7,000 to Barclaycard to take advantage of a promotional 0% interest rate for balance transfers.*

*His 22 November 2022 statement requested a minimum payment of £210 to be made by 19 December 2022. Mr M made this payment.*

*Mr M's 22 December 2022 statement requested a minimum payment of £203.55 to be made by 16 January 2023.*

*The second payment caused Mr M concern for several reasons.*

*These reasons included that it was too much to pay towards his credit card in the space of one month; it was Christmas time; his daughter's birthday was also in early January 2023; the cost of living had increased; he did not get paid until 18 January 2023 and the card payments for December 2022 and January 2023 were in effect asking him to pay nearly 25% of his monthly wage towards his credit card.*

*Mr M was very mindful of his responsibility to meet his credit card payments as he was trying to manage and reduce his debt, however he was unable to make the January 2023 payment before he was paid.*

*Mr M moved his balance on 13 January 2023 to another card provider so that his payment date could better suit his circumstances and because he did not want to miss his January 2023 payment with Barclaycard.*

*On 16 January 2023 Mr M raised a complaint about this with Barclaycard. Mr M was particularly unhappy that Barclaycard's process was not taking into account the timing of the December 2022 and January 2023 payment requests. Mr M explained he had challenges with his mental health and Barclaycard had not been sensitive to his personal and financial position by asking for these payments when they did.*

Barclaycard reviewed Mr M's complaint and responded to Mr M on 19 January 2023. Barclaycard concluded they had not done anything wrong. Barclaycard said the payment due dates in December 2022 and January 2023, while different, were because statements couldn't be generated on a non-working day, and payments couldn't be collected on a non-working day. Because of this, in Mr M's case, the payment due date could fall between the 16th and 23rd of the month. Mr M had 25 calendar days to make the minimum card payment from the date a statement was generated.

Barclaycard also noted from their records that Mr M's payment date had in the past fallen on the 16th of the month and this had never been raised as an issue previously. Barclaycard said no changes had been made to Mr M's billing period.

In their response Barclaycard noted they could not have changed Mr M's January 2023 payment due date, but they could look at changing Mr M's billing cycle for future payments so that his payment due date did not fall before the 18th of each month. Barclaycard invited Mr M to call them if it was something he wished to do.

Mr M had two calls with Barclaycard. The first on 18 January 2023 and the second on 25 January 2023. Mr M also escalated his concerns to Barclaycard's CEO and further responses about Mr M's complaint were issued to him, but Barclaycard did not alter their conclusions.

Our Investigator reviewed Mr M's complaint and concluded it should not be upheld as they could not see that Barclaycard had done anything wrong in the circumstances.

Mr M strongly disagreed. Mr M made several submissions to our Investigator to explain that he is mostly concerned with the way in which Barclaycard have treated him as a vulnerable customer. Mr M has said no consideration was given to treating him fairly and reasonably as Barclaycard promise their customers. He said asking for the two payments in a short space of time was unfair, particularly given the time of year.

Mr M said Barclaycard had put him in the position he is now in and they did so without any care towards his circumstances and how the matter had affected him. Mr M explained these events had caused detriment to his physical and mental health.

As a resolution could not be reached the complaint has come to me to decide.

### Provisional findings

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

It may help if I start by explaining the role of this service. The Financial Ombudsman Service is an alternative dispute resolution service set up to resolve individual complaints based on what is fair and reasonable in the circumstances of each case. The Financial Ombudsman Service does not fine or punish businesses, or request that businesses change their processes or practices – that is the role of the regulator, the Financial Conduct Authority.

Also I may not have referred to every single point that has been raised or noted it in my summary above, but I have considered everything that both parties have submitted including what Mr M has shared about his personal and financial circumstances.

I understand this will disappoint Mr M, but having reviewed all the submissions I have decided not to uphold Mr M's complaint. As some of my reasoning is different to that

*reached by our Investigator both parties will have the opportunity to respond to my findings.*

*Did Barclaycard request payments from Mr M when they should have?*

*Mr M has said his complaint is not about Barclaycard's process. But as Mr M's complaint started because the two payment dates in December 2022 and January 2023 were requested in a short space of time, this is something I have to consider to see if Barclaycard did anything wrong in the way they requested these payments from him.*

*I have reviewed the terms and conditions of the credit card account and the information on a copy of the credit agreement Barclaycard have provided.*

*The terms and conditions explain that a customer's statement date – the date on which the monthly statement is normally produced – is confirmed to a customer after the account is opened. In Mr M's case, I have understood the statement date to be the 22nd of the month. Both documents explain that a payment due date will be at least 20 days after a statement is produced. In Mr M's case, the payment due date was set to be 25 days after his statement date.*

*The documents further explain that a customer can ask to change their payment due date by asking Barclaycard to change their statement date.*

*With this in mind I've reviewed the payment due dates Barclaycard gave Mr M for December 2022 and January 2023. I can see that the December 2022 payment due date was extended to 19 December 2022 as 25 days from the November 2022 statement date fell on the weekend. The January 2023 payment due date was correctly calculated 25 days from the December 2022 statement date.*

*So I don't think Barclaycard acted outside of the terms and conditions of the account which Mr M signed up to. As already explained it is not for me to interfere with Barclaycard's systems and processes.*

*However I do understand Mr M is less concerned with Barclaycard's process and more upset with how he feels Barclaycard have treated him, particularly given the vulnerabilities he has described in relation to his mental health.*

*While I'm unable to change or interfere with Barclaycard's systems and processes I can go on to consider if they have been fairly applied to Mr M's circumstances. I've therefore considered whether Barclaycard have treated Mr M fairly in this matter given his circumstances.*

*Did Barclaycard treat Mr M fairly?*

*I understand this is likely to disappoint Mr M, but having considered this, I think Barclaycard have acted fairly and reasonably towards Mr M in this matter. I will explain why.*

*As I've already set out above, I think Barclaycard sent out Mr M's statements and set the payment due dates in accordance with the terms of Mr M's credit card account. But this caused Mr M a great deal of stress.*

*Mr M should note my comments here are not to take away from the impact Mr M has said he experienced from this. However, it is difficult to see how Barclaycard could have done anything to help Mr M when they did not know the January 2023 payment request had caused him problems personally and financially.*

*I say this because Mr M moved his card balance away from Barclaycard on 13 January 2023 before he raised his complaint on 16 January 2023, and before Mr M had let Barclaycard know about his vulnerability. From the records I've been provided with it doesn't appear Barclaycard knew about Mr M's vulnerability until he told them during the course of the complaint.*

*In light of this it is very difficult for me to say Barclaycard failed to help Mr M when they were not given the opportunity to do so before the 16 January 2023 payment due date. I understand Mr M took matters into his own hands as he was worried, and it is commendable that he was pro-active in trying to mitigate his situation. But this did mean Barclaycard could not engage with him about what options may have been available to him – such as changing his payment due date going forward or discussing the January 2023 payment.*

*I therefore think it would be unreasonable of me to say Barclaycard treated Mr M unfairly when they were not given the opportunity to help Mr M before the January 2023 payment due date.*

*Mr M's submissions also refer to how he was spoken to by Barclaycard staff members during the course of them handling his complaint. I have not listened to these calls, but I have seen a written record of Mr M's call with the first Barclaycard agent which is noted as having deteriorated so significantly that Barclaycard felt it necessary to remind Mr M in writing to engage with their staff respectfully. Later notes made by Barclaycard do note that Mr M apologised during another call, explaining he just felt very stressed and frustrated as his concern was to ensure he did not miss any payments that would affect his credit file.*

*I am unable to consider a business's 'complaint handling' as under the rules this service follows that's not something our service has the power to consider. I have however already considered above whether I think Barclaycard has done anything wrong in this matter and whether they've treated Mr M fairly.*

*Overall, I've not found anything wrong in terms of when Barclaycard asked Mr M to make his credit card payments. This was in line with the terms and conditions of the account. And for the reasons I've explained above, I don't find that Barclaycard have been unfair or unreasonable towards Mr M. It therefore follows I am not going to ask Barclaycard to make any award to Mr M or pay for the costs of moving his card balance to another provider.*

*It is not clear to me if Mr M still holds his credit card account with Barclaycard, but if he does it seems there is an option open to him to request that his payment due date falls after the date he typically receives his salary. It is for Mr M to contact Barclaycard directly if that is something he wishes to do.*

#### Responses to my provisional decision

Mr M disagreed with my provisional findings, mainly because he did not think that Barclaycard had treated him fairly.

Mr M said that Barclaycard have been unfair because, regardless of the account terms and conditions, requesting a payment which is 25% of his monthly wages within a month is not acting fairly or responsibly, particularly when this meant having to move the balance away and incur more charges.

Mr M also disagreed with the fairness of Barclaycard's billing system. He said a monthly statement was not 20 or 25 days, rather it was at least 28 days so it was not a monthly statement and not his problem if they used an awkward billing system. He also commented on the impact of bank holidays during the time in question. Overall Mr M felt this was unfair

and meant Barclaycard could do whatever they wanted and change the terms and conditions when they wanted which he would have to accept.

Barclaycard replied to my provisional decision and confirmed they had nothing further for me to consider.

### **What I've decided – and why**

As both parties replied before the deadline in my provisional decision I am now in a position to issue my final findings.

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

I have considered Mr M's additional submissions, but I'm afraid this is not enough to persuade me to change the conclusions I reached in my provisional decision. I'll explain why.

Given some of Mr M's additional comments, it may help if I further explain that to better understand the billing period it is important to note there are two different dates to consider. The first is the date that the statement is produced. The second is the date that the payment is due.

So in Mr M's case, the statement date is typically the 22<sup>nd</sup> of every month (unless this falls on a non-working day). Both the November 2022 and December 2022 statements were issued on the 22<sup>nd</sup> of the month. One statement in each month.

As I set out in my provisional findings above, Mr M's payment due date was then 25 days from the date of the statement – unless it fell on a non-working day.

Because 25 days from the 22 November 2022 statement fell on the weekend, this meant the next working day was the Monday – 19 December 2022. This meant the payment due date was slightly later than usual.

For the 22 December 2022 statement, 25 days from the 22 December 2022 fell on a working day – Monday 16 January 2023 – so it did not need to be moved. Therefore this payment due date was neither early nor late.

Mr M mentions the number of bank holidays during the period in question, but these days would still have been counted as part of the 25 days from the statement date. The only time a bank holiday or non-working day would affect things, is if the payment due date fell on a bank holiday or non-working day (as it did in the case of the November 2022 statement).

Given the payment due date for December 2022 was therefore later, and the January 2023 payment due date was not moved, this did make the gap between payments shorter than it may have been between other months.

As I've already explained, it's not for this service to interfere with a business's processes, systems or controls, but I would say this approach to issuing statements and setting payment due dates is not unusual within the industry. Customers can of course engage with their card provider to find out what options are available to them to make the billing cycle better suit their circumstances.

Mr M feels strongly that the business's actions are unfair despite the terms and conditions. I do recognise that these events have frustrated and upset Mr M as he is trying to better his

financial position. But my difficulty here is that the payments were requested in accordance with the terms of the account at that time, and Mr M did not engage with Barclaycard when he realised there may be a problem meeting his January 2023 payment. Had Mr M engaged with Barclaycard, I would've expected Barclaycard to enter into a discussion with Mr M to help him manage the situation and explore the options available to him. As Mr M took matters into his own hands, Barclaycard were not afforded the opportunity to help Mr M at that time.

### **My final decision**

For the reasons above, my final decision is that Mr M's complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 31 December 2023.

Kristina Mathews  
**Ombudsman**