

## The complaint

Mr J complains that Barclays Bank UK PLC, trading as Barclaycard, closed his account, and complains about other issues related to that account.

## What happened

In February 2023 Mr J applied for a new credit card account with Barclaycard. He passed a preliminary creditworthiness check, and so Barclaycard opened his account and sent him his credit card. However, the account opening was still subject to further, fuller checks; the card had just been sent in the meantime to avoid delay in Mr J being able to use the account, but that did not mean that he had passed the supplementary checks, which still remained to be carried out.

In March, Barclaycard decided to close Mr J's account. It sent him a letter to tell him, but no reason was given. That letter contained a phone number which he could call if he wished to discuss the matter, but when he called that number, it was out of date and it no longer worked. He had to find another number by looking for it online.

Mr J tried to make a payment to his account using his Barclaycard app, but it didn't work. So he had to phone Barclaycard again, and he was kept on hold for a long time. When he did get through, he asked to pay off his whole balance (about £1,900). He also asked about a direct debit that was due to go out in a few days' time, and he was told that the direct debit would be cancelled and that payment would not go out – but that turned out to be wrong. The direct debit had already been requested from Mr J's current account, and so the payment still went through, leaving his Barclaycard account £150 in credit. That money was returned to him a week later.

Mr J also raised a subject access request (SAR) on the phone. He says he provided all of the information that he was asked for, but later he received an email asking him to provide it again (with no acknowledgement that he had already provided it).

Mr J complained to Barclaycard about the account closure. In response to his complaint, Barclaycard wrote a second letter to him on 27 March. The letter provided the explanation for closing his account which I have given above, and said that Mr J had not met Barclaycard's lending criteria. But the letter did not go into more detail than that because the criteria were confidential. The letter did not mention any other complaint issues. The letter did not advise Mr J about his right to complain to our service.

Mr J brought this complaint to our service anyway, in June 2023. He complained about the following matters:

- The unexplained closure of his account – in particular, he was worried about his credit rating being affected, since he had no other lines of credit at the time;
- The wrong phone number given in the closure letter;
- Being misinformed about the direct debit; and
- The handling of his SAR.

One of my colleagues (not the investigator who later gave an opinion about this complaint) told Mr J that under rules made by the Financial Conduct Authority (FCA), we could not consider his complaint until Barclaycard had sent him a final response letter (meaning a letter which advises him about his right to complain to our service). Meanwhile, he notified Barclaycard about this complaint, and told Mr J to wait for eight weeks to pass, or until he received a final response letter (if that happened earlier). After those eight weeks had passed, our service accepted jurisdiction over this complaint, and it was subsequently passed to an investigator. Later, Barclaycard offered to pay Mr J £100 as a gesture of good will, but Mr J did not accept that offer, and he continued to pursue this complaint.

Mr J also complained that his complaint had been unnecessarily delayed by Barclaycard's failure to send him a proper final response letter. But the investigator said that our service did not have jurisdiction to consider his complaint about that.

Our investigator did not uphold this complaint. She said that Barclaycard had been entitled to close Mr J's account. And although she thought that Barclaycard's call handler had made an error by misinforming Mr J about his direct debit, she also thought that £100 was fair compensation for that.

Mr J asked for an ombudsman to review his case.

### **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.

Having done so, I agree that £100 is a fair offer, and so I will not require Barclaycard to do more than to pay that. I will explain why.

Our service does not have a free hand to consider every complaint that we receive. Our jurisdiction is set out in rules made by the FCA. A complaint has to be about a financial service, and since sending a final response letter (or not sending one) is not a financial service, I cannot consider Mr J's complaint about that issue.

I have read the bank's letter of 27 March 2023, and I'm satisfied that it gives a sufficient explanation of the bank's decision to close the account. Barclaycard did not have to provide more detail than that. I don't think that Barclaycard treated Mr J unfairly by not giving him the two months' notice it would usually give him, because they did not demand immediate repayment, and the terms and conditions say that the interest rate will not change and the credit agreement will continue until the balance is paid off, so he would not have been prejudiced if he had taken two months to do that instead of paying it at once.

I think that £100 is fair compensation for the other issues, and so I do not need to say more about them than that.

### **My final decision**

My decision is that I think that Barclaycard's offer of £100 is fair, and I do not require it to do more to resolve this complaint.

I leave it to Mr J to decide whether to now accept that £100, which remains open.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 21 May 2024. But apart from that, this final decision brings our service's involvement in this matter to a close, and we cannot consider any further

representations about it.

Richard Wood  
**Ombudsman**