

The complaint

Mr V says Barclays Bank UK PLC (“Barclays”) transferred money out of his account without his permission. Mr V also says Barclays failed to respond to his calls and blocked access to his account.

What happened

Mr V says Barclays took money from his credit card account without his permission in 2019, and he says it should be refunded to him with interest. Mr V also says he has complained to Barclays about this many times and was told his complaint was being investigated, but it never called him back and he has never received an answer to his complaint. Mr V is also unhappy that access to his credit card account has been restricted and he is no longer able to view his account online.

Barclays says it responded to Mr V’s complaint and provided him with a final response letter in March 2020 stating that the money had been removed by the sender’s bank because of lack of funds in the sender’s account. It says it was not removed by Barclays. Our investigator considered this aspect of the complaint and determined this part of the complaint out of our jurisdiction to consider because of the time that has lapsed since the final response letter was issued.

Barclays says it restricted access to Mr V’s account because it has been in arrears since 2019 and the account has now been passed to its collections department. It recognised that it hadn’t responded to Mr V’s request for his statements, so it offered Mr V £150 in compensation for the poor customer service.

Mr V wasn’t happy with this outcome, so the complaint has been passed to me for a final 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.

Our service can’t just consider every complaint that’s referred to it. The rules for what complaints we can consider are set out in the Dispute Resolution section of the Financial Conduct Authority’s Handbook (“DISP”). DISP 2.8.2R says that:

“The Ombudsman cannot consider a complaint if the complainant refers it to the Financial Ombudsman Service:

(1) more than six months after the date on which the respondent sent the complainant its final response...”

Barclays issued Mr V a final response letter to his complaint regarding the returned funds on 18 March 2020. This means Mr V had until 18 September 2020 to refer this complaint to us. However, Mr V didn’t ask our service to consider this complaint issue until August 2023,

which is more than six months after the final response letter, and too late according to the rules I'm required to apply.

Mr V says he has been pursuing his complaint with Barclays since 2019 and it has not been responding to him. He also said that he was never provided a response to his complaint. I have considered this however, the final response letter from March 2020 clearly states that he has six months to bring his complaint to us, and even though he has continued to contact Barclays, the deadline remains. I'm also satisfied that the letter was sent to the correct address, and I've not seen any reason why this wouldn't have been delivered. So, I think this was a valid final response letter and Mr V would've been aware that he had six months to bring his complaint to us.

DISP 2.8.2R(3) says the time limit can be waived if I consider there to have been exceptional circumstances. Mr V hasn't provided any exceptional circumstances for me to consider, so overall I think this aspect of his complaint is not one we can consider. So, I will not be looking into Mr V's complaint about the funds removed from his credit card account.

Mr V says he has been calling Barclays every three months and keeps being told his complaint is being investigated, but he never hears back. Barclays has provided evidence that Mr V has raised several complaints with it, but these have been closed as duplicates of his original complaint as this matter had already been investigated and closed in March 2020. Neither party has been able to provide call recording or notes from the calls for me to consider. However, Barclays responded to Mr V's complaint by offering £150 compensation. And considering what I've been told by both parties I think this is fair compensation. I say this because I've not seen any evidence that the complaint was not fully investigated in 2020 and I also understand Mr V now has the statements he had requested. So, I think £150 compensation is fair for the time and effort Mr V has spent calling Barclays.

As our investigator explained, access to Mr V's account has been restricted as the balance is still outstanding and the account has been passed to the collections team. It is usual practice for lenders to restrict access and prevent further spending where customers fail to make payments to an outstanding balance. These actions are to help customers falling further into debt and I don't think Barclays has done anything wrong here.

Overall, I am unable to investigate Mr V's complaint about the funds that were removed from his account in 2019 as this was referred too late under the rules we must apply. I also don't think Barclays has done anything wrong in restricting Mr V's account and I think it has fairly compensated him for any failings in its customer service.

My final decision

I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr V to accept or reject my decision before 2 July 2024.

Sienna Mahboobani
Ombudsman