

The complaint

Mr M complains that Barclays Bank UK PLC trading as Barclaycard haven't provided him with access to be able to view his credit card account information.

What happened

Mr M says that ever since he has had a Barclaycard account, he hasn't been able to view his account information. This includes the rate of interest he is being charged, what his monthly minimum repayment is, information about his outstanding balance or information about the transactions on the account. Mr M believes this to be in breach of Barclaycard's obligations under the relevant law and regulation.

Mr M says he has highlighted these issues with Barclaycard for over a year, and they haven't done anything to resolve the problem. He said this has caused him to get into debt and financial difficulties with Barclaycard as he hasn't been able to manage his spending.

Mr M adds that he doesn't have access to a laptop or PC that would allow him to view his statements online. He says that when he receives communication from Barclaycard it automatically takes him to the app to view this. He adds that he applied for the account using the app, and so he should be able to manage his account through the app too.

As well as the impact all of this has had on his credit file, Mr M says that the situation has affected his health as it has been very stressful contacting Barclaycard about the matter and trying to get it resolved. To put things right, Mr M would like Barclaycard to close his account and refund him.

Barclaycard responded to Mr M's complaint and upheld it in part – providing him with a credit of £25. It did this because it said Mr M was showing as having had two profiles, which should have been spotted and merged previously. It also added that not being able to view statements in the app was a known issue for some customers and it was working to try and fix the issue, but there was no timeframe for this to be resolved. Barclaycard added that Mr M still had the option of using its online service to manage his account. It said it wasn't in breach of the Consumer Credit Act 1974, because it had been producing Mr M's statements every month, it's just that Mr M wasn't able to access this information using his preferred method.

An Investigator considered the available evidence and decided that Mr M's complaint shouldn't be upheld. They accepted that Mr M wasn't able to use the app to access his statement information, however they felt that Barclaycard had provided Mr M with the option to access his statements in a different way, so they didn't think Barclaycard needed to do anything more for Mr M.

Mr M didn't agree. He said that Barclaycard were in breach of the Consumer Credit Act and so the agreement should be null and void – the debt shouldn't exist and is unenforceable.

He said that it wasn't possible for him to call Barclaycard because they would verify him using the app which he couldn't do. He maintains that he couldn't access his statements

online because he would be redirected to the app. He's also raised ancillary issues to say that Barclaycard didn't help him when he got into financial difficulty, and it has since defaulted and sold his account.

Because an agreement couldn't be reached, the complaint was passed to me to decide on the matter.

I previously issued a provisional decision on this complaint, that's because it was my intention to come to a different outcome to the Investigator, and so I wanted to give both parties the chance to respond with anything else they wanted me to consider before I came to my final decision on the matter.

I have copied my provisional decision below which also forms part of this final decision.

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

Having considered all of the available evidence, it is my intention to uphold Mr M's complaint in part. However, I accept Mr M will still likely be disappointed by this outcome as I'm not upholding in the way he would like.

I'll start by saying that Mr M has raised a number of issues in relation to this account. I will be focussing this decision purely on his ability to be able to manage his account as a result of not having access to view his statements via the app. I note that Mr M did raise a similar issue in 2022, to which Barclaycard issued a final response, and Mr M told Barclaycard the matter had been resolved. I won't be going back and looking at what happened then because a complaint about this has been made too late – more than six months from the date Barclaycard issued Mr M with a final response.

I don't think it's in dispute here that Mr M hasn't been able to access his statements using the app. I agree this would make it difficult for him to be able to manage his account appropriately when using the app. Barclaycard accepted that it hadn't taken action to merge Mr M's profile, which it said was the cause of the issue. So I do think Barclaycard has fallen short here.

Given the issues Mr M has had in accessing the app, and the time it has taken him to try and sort the matter out, understandably causing frustration and stress along the way, I think Barclaycard needs to pay Mr M some more compensation, which I'll go onto later in this decision. However, I note that Barclaycard has since sold Mr M's account to a debt purchaser, so I haven't made any comment on what Barclaycard needs to do to help Mr M gain access to the app again, as it's unlikely he'll now be able to make use of this given the current status of his account.

Mr M says that this debt isn't enforceable because Barclaycard hasn't been able to provide him with a statement. I'll start by saying that only a court can decide whether a debt is enforceable or not, so I won't be making a comment on this. However, when coming to a decision, I am required to take into account any relevant law and regulations, relevant regulatory rules, guidance and standards, and codes of practice. The rules and regulations that are relevant here state that a firm is required to provide a customer with statements. Mr M argues that Barclaycard didn't do this. But I don't currently agree.

Barclaycard has been able to provide me with copies of the statements that were produced for Mr M each month. While I accept that Mr M couldn't access these in the app. They were available for him to view going via Barclaycards website, or he could request paper

statements. So, I can't fairly conclude that Barclaycard hasn't made statements available to Mr M.

Mr M says he can't access his statements via the website. That's because when he clicks on any links in text messages or emails sent by Barclaycard, it takes him straight to the app. But Mr M's account could have been accessed by him putting the Barclaycard website address into the browser (using his phone). I haven't seen any evidence which makes me doubt that this wasn't possible. Therefore, I'm satisfied this option was available to Mr M.

I can also see that Barclaycard had offered to send Mr M statements in the post. Mr M could have also requested postal statements by contacting Barclaycard at any time. I can see that Mr M now disputes that he would have received postal statements because Barclaycard held an incorrect address for him. I have seen copies of Barclaycard's internal systems to show that the address on this account has been the same since it opened, and it matches the address this Service holds for Mr M. I see no reason as to why Mr M wouldn't have received the statements if he'd have requested them.

I understand Mr M says he couldn't contact Barclaycard over the phone, because its verification process requires him to use the app. I've asked Barclaycard about this, and it has said that there are other ways it could have verified Mr M without using the app. It has also provided evidence of a time Mr M called Barclaycard and it verified him without using the app. So I'm not persuaded the issues Mr M has had with the app have prevented him from being able to call Barclaycard, and I'm satisfied that he could have used this channel to change the way his statements were sent if he was having problems accessing these online.

While I accept that Mr M wasn't able to manage his account effectively through the app. As I've explained, there were other ways Mr M could have accessed his account information and viewed his balance and transactions. So I can't fairly conclude here that Mr M couldn't have managed his account in a different way, and so I don't find that Barclaycard needs to refund any of the balance Mr M owes. It follows that I also don't think it would be fair of me to say that Barclaycard were the reasons Mr M subsequently got into financial difficulties and couldn't make repayments.

I also note that Mr M was receiving communication about his payment due date and the minimum amount that was due. He had made payments to his Barclaycard in the past, so I'm not persuaded that the issue with his access to the app has caused him not to be able to pay his account, or to know how much he needed to pay.

Mr M has raised concerns about a notification he received from Barclays stating that the address on his account had been changed. The screen shot appears to be dated 18 October 2023, and the message tells Mr M to contact it if he didn't make this change. The information on the notification suggests that the address has been changed to one that isn't his. We've asked Barclaycard about this, and it has provided evidence to show that Mr M's address has been recorded as the same address since he set up the account. It isn't clear what's happened here; however, I have asked Barclaycard to provide some more information on this in response to this provisional decision.

I note that Mr M has provided additional information from third parties to show that Barclaycard are recording his address incorrectly, but I'm not persuaded it is. The information Barclaycard has is showing the correct address. I understand Barclaycard needed to change the format of the address at some stage, but I'm not satisfied that this means it was previously recording an incorrect address, or that this has had an impact on Mr M's credit file.

Overall, I'm satisfied that Barclaycard could have done more sooner to help Mr M access the app, because of this, I think Barclaycard should pay Mr M £100 compensation (on top of the £25 it has already paid) for the distress and inconvenience the situation has caused him.

That said, I'm not persuaded that the problems Mr M had in using the app have caused him not to be able to manage his account in other ways. So, I'm not persuaded any of the other losses Mr M describes are as a direct result of him not having access to his account information in the app.

Mr M has also raised concerns that Barclaycard didn't help him when he let it know he was in financial difficulties, that it has defaulted his account and passed this to a debt collection agency. These issues haven't been raised to Barclaycard previously, and so I won't considering them as part of this decision. If Mr M has concerns about these things, he will need to complain to Barclaycard about this first."

Barclaycard responded to the provisional decision to say it agreed to pay Mr M the additional £100. It also said that it hadn't changed Mr M's address. It said it made some system updates during the time Mr M received the notification about the change of address. It said the notification had been sent to the app in error and that this is also likely to have impacted some other customers.

Mr M responded but he didn't think the £100 was enough to put things right. I have summarised his main points below.

- He hasn't been able to view his account information in the app since he took out the account – this includes the rate of interest, monthly minimum repayment, outstanding balance and transaction information.
- Barclaycard hasn't resolved the issue with the app which has led to him accruing significant debt and getting into financial difficulties.
- He doesn't have access to a laptop or a PC to be able to view the statements.
- His credit file and mental health have been impacted.
- He doesn't agree that Barclaycard has provided sufficient alternatives – he says the alternatives aren't accessible to him.
- Barclaycard are in breach of the Consumer Credit Act as it hasn't provided him with the ability to access his statements in his preferred method, which he says makes the debt unenforceable.
- Mr M would like all negative information relating to this account removed from his credit file and a refund given.

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 considered all of the information available again, I will still be upholding Mr M's complaint but for much of the same reasons as outlined in my provisional decision.

I have taken on board Mr M's comments, however he hasn't provided any new information that I didn't consider or comment on when coming to my findings in the provisional decision. I don't intend to comment on these things again here.

Overall, while I accept that Barclaycard could have done more to provide Mr M with access to the app, I'm not persuaded that Mr M couldn't have managed the account in another way.

Therefore, I can't conclude the issues Mr M had with the app have caused him financial difficulties or the credit file impact he says has happened as a result.

In relation to Mr M's concerns about his address being changed. I have seen evidence that satisfies me Mr M's address has remained the same since 2022. Barclaycard have said that the notification Mr M received must have been sent in error. While I accept this must have been concerning for Mr M, I'm not persuaded that the error here warrants additional compensation to what I've already suggested.

Putting things right

To recognise the distress and inconvenience caused to Mr M in not being able to use the app in the way he wanted, Barclaycard should pay Mr £100, in addition to the £25 it has already credited to his account.

My final decision

For the reason set out above, I uphold Mr M's complaint. I order Barclays Bank UK PLC trading as Barclaycard to put things right for Mr M by doing what I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 5 March 2025.

Sophie Wilkinson
Ombudsman