

## **The complaint**

Mr C complains that Barclays Bank UK PLC, trading as Barclaycard, have increased the interest rate on his credit account, and is also unhappy about several other matters.

## **What happened**

In October 2024, Mr C complained to Barclays that they had increased the interest rate on his credit card when the account was sold to him with a fixed rate of interest 'for life'. Mr C also complained that since he opened the account, Barclays had become a new corporate entity, but that a new credit agreement hadn't been made between 'new' Barclays and Mr C. Furthermore, Mr C complained that the transferral of his data from the 'old' Barclays to the 'new' Barclays required his consent, which hadn't been obtained, such that Barclays had breached data regulations.

Mr C was also unhappy that Barclays hadn't accepted an account balance settlement that he'd provided to them, or that Barclays hadn't provided detailed information to him that he'd requested. Finally, Mr C complained that Barclays hadn't provided Data Subject Access Request ("DSAR") information he'd asked them for and couldn't provide him with the original terms and conditions of his credit account.

Barclays responded to Mr C and explained that they had never provided credit accounts with interest rates that were fixed for life, and that as such they couldn't provide account terms for an account they had never provided. Barclays also didn't feel that they had done anything wrong by not accepting Mr C's account balance settlement, which hadn't constituted any tangible payment, and explained that they were under no obligation to provide the detailed information that Mr C had asked for.

Barclays also didn't uphold the remainder of Mr C's points of complaint, although they did note that Mr C had told them that he had raised some aspects of his complaint with Barclays previously but had received no response. Barclays apologised to Mr C for this and paid £50 to him as compensation for any trouble or upset this may have caused. Mr C wasn't satisfied with Barclays response, so he referred his complaint to this service.

One of our investigators looked at this complaint. But they didn't feel that Barclays had acted unfairly as Mr C contended and didn't uphold the complaint. Mr C remained dissatisfied, so the matter was escalated to an ombudsman 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.

Having done so, I note that Mr C has made several arguments of a legal or regulatory nature in support of his complaint. As such, I'd like to begin by confirming that this service isn't a regulatory body or a Court of Law and doesn't operate as such. This means that it isn't within my remit or authority to declare that Barclays have or haven't acted in a non-regulatory or unlawful way.

Instead, this service is an informal, impartial dispute resolution service. And while we do take relevant law and regulation into account when arriving at our decisions, our remit is focussed on determining whether we feel a fair or unfair outcome has occurred – from an impartial perspective, after taking all the circumstances and factors of a complaint into consideration.

I also note that Mr C has provided several detailed submissions to this service regarding his complaint. I'd like to thank Mr C for these submissions, and I hope that he doesn't consider it a discourtesy that I won't be responding in similar detail here. Instead, I've focussed on what I consider to be the key aspects of this complaint, in line with this service's role as an informal dispute resolution service.

This means that if Mr C notes that I haven't addressed a specific point that he's raised, it shouldn't be taken from this that I haven't considered that point. I can confirm that I've read and considered all the submissions provided by both Mr C and Barclays. Accordingly, I can also confirm that if Mr C notes that I haven't responded to a specific point, I have considered that point, but I don't feel it necessary to address it directly in this letter to arrive at what I consider to be a fair resolution to this complaint.

Mr C has said that when he took the credit account with Barclays, it offered a fixed interest rate for life. Barclays disagree and say that they never offered such a product and that all their credit accounts have variable interest rates.

Upon consideration, I find Barclays position to be the more persuasive here. I say this not only because of Barclays explanation that they never offered a fixed-interest-rate credit account, but also because I have never heard of any such product being offered, nor can find any mention of it in any of the records and online sources available to me. Furthermore, I also feel that it's highly unlikely that Barclays would offer such a product, given that interest rates do change and given that I feel that its fundamental feature of credit accounts that the rate of interest on the account can be changed by the credit provider in consideration of wider interest rate fluctuations.

Notably, Mr C hasn't been able to provide any proof or evidence that Barclays provided him with, or ever offered, a fixed-interest-rate account. And given that I feel that Mr C's claims in this regard are unlikely to be true, for the reasons explained above, I feel that the onus rested with Mr C to have proven his claims (which I don't feel that he has) and didn't rest with Barclays to disprove them. Accordingly, I won't be upholding this aspect of Mr C's complaint.

Mr C also feels Barclays shouldn't consider him to owe any money on the account because of the settlement offer he made to them and because they can't provide him with a signed copy of the original credit agreement. Mr C's arguments in this regard appear to be primarily legal in nature, and as discussed, I can't comment on any legal aspect of Mr C's complaint.

However, from a fairness perspective, I feel that if a person has utilised a credit account, as Mr C has (and doesn't dispute that he has) then I feel that it's fair that the person should repay the balance of that account. I also note that Mr C's 'settlement offer' didn't include any tangible offer of payment but appears to have potentially been a mechanism by which Mr C wanted Barclays to consider the balance of his account as being paid without him making any actual payment towards it. If that is the case, then that doesn't seem fair to me and isn't something that I would ever condone. As such, I won't be upholding these aspects of Mr C's complaint.

Mr C also complains that Barclays didn't provide him with detailed information that he requested from them, including regarding source of funds, creation of credit, and other matters. But I don't feel that Barclays were under any fair or reasonable obligation to provide

the information to Mr C that he was requesting. I therefore won't be upholding this aspect of Mr C's complaint.

Finally, Mr C is also unhappy that when Barclays became a new legal entity, he wasn't asked to provide his consent for the transfer of data to the 'new' entity and a new credit agreement between himself and the new entity wasn't entered into. Mr C also complains about how Barclays have handled a DSAR he submitted.

I'm unable to consider these points of complaint as they sit outside the remit and authority of this service. As such, I can only refer Mr C to the Information Commissioner's Office ("ICO") which it's my understanding would be the appropriate regulatory body regarding Mr C's concerns.

However, speaking generally, and not in regard to Mr C specifically, given that the change to a new legal entity doesn't appear to have had any tangible impact on Barclays account holders, with existing Barclays accounts remaining as-they-were, I struggle to see any adverse impact on Barclays account holders in manners similar to what Mr C suggests.

It also should be noted that if the change-of-legal-entity aspect of Mr C's complaint was within the remit of this service, it would potentially be the case that I still wouldn't be able to consider this aspect of his complaint because of the time the change of legal entity took place and the rules this service must abide to regarding time limits for when a point of complaint must be referred to us.

All of which means that I won't be upholding Mr C's complaint or instructing Barclays to take any further or alternative action here. I trust that Mr C will understand, given all that I've explained, why I've made the final decision that I have.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 22 October 2025.

Paul Cooper  
**Ombudsman**