

## **The complaint**

Mrs S complains that Barclays Bank UK PLC trading as Barclaycard ignored her payment proposal and they provided her with poor customer service.

## **What happened**

Mrs S says that she wrote to Barclaycard to let them know there was a change in her financial circumstances, and she told them she could no longer keep up with her repayments of £224 a month. She made a temporary offer of £100 per month along with a request to suspend any interest or other charges until her circumstances improved. Mrs S says she also sent Barclaycard details of her outgoings. But she says the response she received was pre-scripted, so she wrote to them again.

Mrs S says Barclaycard seem to have a thing where she needs to ring them to discuss her arrears, however, she told them in no uncertain terms she wouldn't discuss her personal situation over the phone. Mrs S has told us of a health condition which affects her using a telephone. She says she hasn't told Barclaycard about this as this is no concern of theirs. Mrs S says she told Barclaycard to stop ringing her and sending her text messages and she has blocked these, but she considers this to be a breach of the Disability Discrimination Act (DDA) by them not respecting her wishes to contact her via these methods. Mrs S says that she believes Barclaycard aren't treating her fairly and they aren't acting in line with the Financial Conduct Authority's (FCA's) rules when dealing with customers in financial difficulty. Mrs S made a complaint to Barclaycard.

Barclaycard did not uphold Mrs S' complaint. They said as the Executive Office Complaints team is not part of the Financial Assistance team, they were unable to take any action, and they gave Mrs S telephone numbers to call. In a follow up response Barclaycard said due to security purposes, they were unable to communicate about her finances by email. Barclaycard said they tried to ring Mrs S in relation to her complaint between 5-20 December 2022 as her complaint letter didn't request for no calls to be made to her. They said if there was a health reason why she couldn't speak with them over the phone, they could make arrangements for a third party to be with her after they first identify her, gain permission that they can speak to a third party and continue with the conversation. Mrs S brought her complaint to our service. The account was subsequently passed to a debt management company (DMC) and the account defaulted.

Our investigator did not uphold Mrs S' complaint. He said Barclaycard's process is for their customers to complete an income and expenditure (I&E) form in the circumstances, and they tried to accommodate Mrs S' needs by advising her to complete the form on their website if she didn't want to speak on the phone. Mrs S asked for an ombudsman to review her complaint. She made a number of points. In summary, she said she received unfair treatment as Barclaycard failed to respond to her other than by edited scripted letters which failed to address her situation and a refusal to respect her wishes not to be phoned and they wouldn't give her a meaningful response.

As my findings differed in some respects from our investigator's, I issued a provisional decision to give both parties the opportunity to consider things further. This is set out below:

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

*Mrs S has made a number of points to this service, and I've considered and read everything she's said and sent us. But, in line with this service's role as a quick and informal body, I'll be focusing on the crux of her complaint in deciding what's fair and reasonable here.*

*Mrs S has complained that Barclaycard has broken the DDA. In other words, she says Barclaycard has breached the Equality Act 2010 as this replaced the DDA 1995. I've taken the Equality Act 2010 into account when deciding this complaint – given that it's relevant law – but I've ultimately decided this complaint based on what's fair and reasonable. If Mrs S wants a decision that Barclaycard has breached the Equality Act 2010, then she'd need to go to Court. However, based on what Mrs S has said in relation to Barclaycard discriminating against her, I am not persuaded that Barclaycard treated Mrs S any differently to other customers in similar situations, and I will explain why.*

*Mrs S has told us that she didn't notify Barclaycard of any health conditions that she had as this was no business of theirs. And of course, it is her right to not share this information with Barclaycard. As she doesn't want Barclaycard to know about anything to do with her health, I'll be purposely vague regarding what she's told us about this point – although I can assure Mrs S I've read everything she's shared with us. But because Barclaycard haven't been told about any personal circumstances that might impact the way Mrs S banks with them, they've not had the opportunity to establish whether they need to make any reasonable adjustments.*

*Although Mrs S was clear in her communications that she didn't want to speak to Barclaycard over the phone about any arrangement, Barclaycard's normal process is that they speak to their customer over the phone to understand their financial situation in detail in order to look at the best solution for their circumstances. As this is a commercial decision for Barclaycard to make, then it is not within this services remit to tell Barclaycard how they should communicate with their customers who say they are suffering financial difficulty.*

*I've considered what Mrs S has said about sending Barclaycard her I&E details. Neither Barclaycard nor Mrs S have provided me a copy of this. But Barclaycard have provided a system note regarding this document. The system note is date stamped on 1 November 2022 and shows Mrs S sent them a letter dated 23 October 2022. It shows Mrs S made an offer of £100 per month, but it states there is £428 a month of disposable income.*

*The system note shows that the I&E detail is incomplete. It's not clear based on the note, whether Barclaycard believed there was a need to agree to a reduced payment when the I&E form showed £428 a month disposable income, or that they believed the I&E form was incomplete on the basis of the disposable income.*

*I have seen the letter Mrs S sent them on 23 October 2022 and this doesn't mention anything about phone calls. It asks Barclaycard to consider reducing or suspending interest/charges during her financial difficulties. In response to this Barclaycard wrote to Mrs S and informed her that her account would be placed on hold with interest and fees suspended until 14 November 2022. The letter asks Mrs S to call them to discuss her options. I'm satisfied that this was a proportionate response in light of the letter Mrs S originally sent them. I say this because Barclaycard would need to understand Mrs S' circumstances in detail before agreeing to an arrangement with her.*

*In the next letter that Mrs S sent Barclaycard, this is where she tells them that she is unwilling to discuss this (and other personal matters over the phone). She also reiterates what she said previously about the amount she could repay, and she asked for a suspension or reduction in interest/charges.*

*While Barclaycard's letter to Mrs S asks her to contact them so they could talk through her I&E, they also said that alternatively she could complete an electronic version of the I&E form, and they gave her a specific email address to send this to. Barclaycard have confirmed that they didn't receive any emails from Mrs S at this email address. Barclaycard have said they would have been able to communicate with her via email without the need for a phone call (once security measures had been met such as her providing certified copies of her identification for verification to be completed). So, although Mrs S had a route to communicate through with Barclaycard without a telephone call, she doesn't appear to have done what she was asked to do here.*

*Mrs S wrote to Barclaycard on 28 November 2022 where she reiterated that she asked them to freeze interest and not add any charges to her account and asked them to reconsider this. Barclaycard replied on 20 December 2022, to say they weren't able to suspend the interest and gave her the telephone number of their financial assistance team. But I'm persuaded that Barclaycard should have done more here.*

*It should have been clear to Barclaycard at this stage that Mrs S had asked a number of times for the interest/charges to be suspended or reduced and that she wasn't wanting to discuss her finances over the phone. This would have been a good opportunity for Barclaycard to explain to Mrs S that the I&E details were incorrect/showed disposable income that would appear she could meet the payments without them being reduced, or to reiterate the email address that she could have used to start the lines of communication with them. They could have set out what identification that Mrs S would need to provide to them to use this channel and I think this would have assisted her. Little or no consideration had been given to the history of what had happened so far.*

*This meant Mrs S wrote to Barclaycard on 8 January 2023, informing them again that she wouldn't speak to them over the phone. She told them as part of this letter not to contact her by phone or text message and she wasn't being treated fairly by Barclaycard.*

*Barclaycard again missed an opportunity to try and resolve matters as part of their response. But this appears to be the first time that they directly addressed Mrs S' request not to speak over the phone with them as they mentioned if she was unable to speak over the phone due to lack of privacy, then they could make arrangements for her to be contacted at an agreed time so they could ensure she was on her own, or if there was a health reason why she couldn't speak to them over the phone, they could make arrangements for a third party to be with her. I'm not persuaded any of these would've been suitable for Mrs S as there were no privacy issues and she mightn't want a third party to know her finances, especially as she said she was having financial difficulties.*

*They also told Mrs S that due to security purposes, they were unable to communicate with her about her finances by email. But that contradicts their earlier letter and what Barclaycard have told me about them being able to accept documents through email, and her being able to email the email address they gave her on 17 November 2022.*

*I can't say what would have been agreed – if anything if Mrs S had completed the I&E form that Barclaycard asked her to complete. I know she did send her own financial statement prior to this, but based on the system note, this showed Mrs S had enough disposable income to meet her minimum payment. So based on this financial statement, it's unlikely that Barclaycard would have agreed to the reduced payments or suspended/reduced interest/charges on this alone.*

*So, I do think that a new I&E form was needed; and Mrs S was told she could complete the specific I&E form they signposted her to and email this to them. While an arrangement may have been able to have been agreed after this process, I'm not persuaded that it would have*

*prevented a default from being registered. I say this because Mrs S was paying less than 50% of her contractual payment, and then she made payments of £10 a month which was substantially lower than her minimum payment. So, she would have been unlikely to have been able to clear the arrears in a timely manner based on her circumstances at the time.*

*I've considered that Barclaycard rang Mrs S even though she said she didn't want to speak to them over the phone. The phone calls were in relation to her complaint and not her financial difficulty. Mrs S had not told them of any health issues, so they weren't aware of this. There were five attempts to contact her about her complaint between 16-20 December 2022. Barclaycard say that on Mrs S' complaint letter she didn't ask them not to ring her. Mrs S probably didn't feel the need to tell them this especially as she had previously told them that she didn't want to discuss matters over the phone, but I think they should have been aware that Mrs S didn't want to speak to them over the phone. There is no regulation to say a company must ring someone five times as part of a complaint outcome.*

*I've considered what would be a fair outcome for this complaint. It would not be proportionate for me to ask Barclaycard to refund any fees/interest during the time that Mrs S says she was in financial difficulty. I say this because I can't say for certainty that this would have happened if Mrs S did fill in the I&E form that Barclaycard asked her to complete, especially based on her previous financial statement she sent them showing a disposable income more than her minimum repayment. I also won't be asking Barclaycard to take back ownership of the account. This is because I've looked at the terms and conditions of the account online, and they show that "We may also sell your debt on to another organisation". So, Barclaycard would be able to pass the debt to another organisation such as a DMC.*

*But I do think Barclaycard have let Mrs S down on occasion. I say that as they could have been clearer on the actions Mrs S could have taken especially after she reiterated not wanting to speak over the phone and to suspend interest/charges and pay £100 a month on a number of occasions. They could have either tailored their communication to her, explaining why they couldn't accept the financial statement which she sent them as opposed to just asking her to fill in their I&E form and especially when they sent bespoke letters to her they could have made the requirements for the email communication clear, instead of constantly asking her to phone them.*

*Barclaycard should have been aware of the previous communication between Mrs S and themselves and not rang her five times (although I've seen no evidence they continued to call her after she specifically told them she would consider this to be harassment). I'm also persuaded Barclaycard's response was contradictory when they said they couldn't communicate via email, yet previously gave her an email address to send sensitive data to, such as the I&E form.*

*So, I'm persuaded that Barclaycard caused Mrs S distress and inconvenience regarding the matters I've highlighted in the previous paragraph. They could have been clearer to Mrs S which may have helped her situation at the time. But I also need to be mindful that they weren't aware of any health situation Mrs S has. But based on the distress and inconvenience that Barclaycard caused Mrs S, which could have been prevented, I'm persuaded that they should pay her £150 compensation for the impact these issues had on her. So, it follows I intend to ask Barclaycard to put things right for Mrs S."*

*I invited both parties to let me have any further submissions before I reached a final decision. Barclaycard accepted the provisional decision. Mrs S responded to the provisional decision. She said Barclaycard requested that she complete their I+E form which she could access from her account, but when she tried to do this, she found that her online account had been blocked and a message was displayed which asked her to ring them. She says*

she used a third party form which was supposed to be self-calculating, but upon checking the figures shown, she found a discrepancy which showed to be a disposable income of £329, which was incorrect as out of her £870 a month income, she had £1,066 of monthly outgoings, leaving a shortfall of £196. She said at no point did Barclaycard make any comment or reference to these figures. Mrs S sent us the I+E form.

### **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.

I've considered what Mrs S has said about the third party form, and I thank her for forwarding this to me. But I'm not persuaded that Barclaycard received a copy of the form Mrs S sent me. There is nothing from the evidence I've looked at which relates to another I+E form that Mrs S sent them, apart from the one I mentioned in my provisional decision when I said *"Barclaycard have provided a system note regarding this document. The system note is date stamped on 1 November 2022 and shows Mrs S sent them a letter dated 23 October 2022. It shows Mrs S made an offer of £100 per month, but it states there is £428 a month of disposable income."*

*The system note shows that the I&E detail is incomplete. It's not clear based on the note, whether Barclaycard believed there was a need to agree to a reduced payment when the I&E form showed £428 a month disposable income, or that they believed the I&E form was incomplete on the basis of the disposable income."* I also said *"While Barclaycard's letter to Mrs S asks her to contact them so they could talk through her I&E, they also said that alternatively she could complete an electronic version of the I&E form, and they gave her a specific email address to send this to. Barclaycard have confirmed that they didn't receive any emails from Mrs S at this email address."* So this is why Barclaycard didn't make any comment or reference to the figures on the third party form.

I have looked at the form Mrs S sent to me. I wouldn't be able to hold Barclaycard responsible for any errors in the form as they would have no control over third party I+E forms. But I'm not persuaded there are errors with this form. I can understand why Mrs S believes this shows she has a disposable income of £329. This is because it says total of all monthly outgoings and has a figure of £541. So this would appear there would be (£870-£541) £329 disposable income. But the next line is clearer in the sense that it refers to an amount left over after essential (such as food etc) monthly outgoings were paid. Where it mentions priority debts, this would be for things such as a mortgage payment, and that is why the £329 figure is still shown as Mrs S appeared to have no (what would be classed as) priority debts.

Although the I+E form shows the amount left over for her creditors is £329 a month, what this is essentially saying is that Mrs S would have £329 a month to pay for all of her non-priority debts. The next line shows her total payments for non-priority debts is £525. So what this is showing is the same thing as Mrs S is saying (albeit the way the form is displayed it could lead the user to misunderstand it). As Mrs S was paying £525 for her non-priority debts but she only had £329 a month to pay for these non-priority debts (which would include her Barclaycard payment) then this meant Mrs S did have a £525 - £329 = £196 per month shortfall. So I hope this helps Mrs S understand there was no error in the third party I+E form, but I can understand why she would think that.

In summary, Mrs S' response hasn't changed my view and my final decision and reasoning remains the same as in my provisional decision. If Mrs S is disappointed, I hope she understands my reasons.

### **Putting things right**

In my provisional decision I said I intend to uphold this complaint in part. I said I intend to ask Barclays Bank UK PLC trading as Barclaycard to pay Mrs S £150 for distress and inconvenience. I'm still satisfied this is a fair outcome for the reasons given previously.

### **My final decision**

I uphold this complaint in part. Barclays Bank UK PLC trading as Barclaycard should pay Mrs S £150 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 8 September 2023.

Gregory Sloanes  
**Ombudsman**