

## **The complaint**

Miss L complains that Barclays Bank UK PLC trading as Barclaycard recorded a default on her credit file. She says she tried to make online payments but was blocked from doing so which resulted in arrears accruing.

## **What happened**

Miss L holds a credit card account with Barclaycard. She missed a payment and when she tried to make an online payment she found that she was unable to do so.

Miss L received calls and letters telling her that her account was in arrears. In December 2023 she received a letter telling her that the account had been defaulted and that the full balance had to be paid. Miss L was unhappy that she'd been prevented from making payment online and that she could only pay by telephone, which she didn't want to do. She complained to Barclaycard.

Barclaycard didn't uphold Miss L's complaint. In its final response it said it had closed the account in December 2023 due to missed payments. It advised Miss L that closed accounts no longer have online access.

Miss L wasn't happy with the response and brought her complaint to this service.

Our investigator didn't uphold the complaint. He said he wouldn't be asking Barclaycard to remove the default because it had been fairly applied. The investigator acknowledged that there had been some communication issues but said these hadn't prevented Miss L from making payments by alternative methods. The investigator said that the compensation offered for the communication issues was fair.

Miss L didn't agree. She said she hadn't been able to make payment to her account because it had been blocked. She said it was Barclaycard's fault that the account had fallen into arrears.

## **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 reviewed the account statements. These show that Miss L's last payment was in July 2023.

Miss L has said that her ability to make online payments to the account was blocked when she missed a payment. Barclaycard has said that it wasn't aware of any issue which would've prevented Miss L from paying via the app between September 2023 and December 2023. I can't be absolutely certain of whether there were issues with the app during this time, so I'll give Miss L the benefit of the doubt here. However, I can see that Barclaycard sent monthly statements to Miss L. These statements detailed the outstanding balance and the ways in which payments could be made to the account. There were several other ways in

which Miss L could've made payments to her account even if she couldn't use the app.

I've reviewed the account notes and the debt manager notes. These show that Barclaycard made regular attempts to contact Miss L by phone and text when her account fell into arrears. I can also see that payment reminder letters were sent to Miss L which advised her that her account was in arrears and of the consequences of non payment.

The relevant guidance states that an account may be defaulted when there are between three and six months of arrears, unless there is a payment plan in place. Miss L wasn't in a payment plan and by the time the account was defaulted in December 2023, there were around 4 months of arrears. I can see that Barclaycard sent a letter to Miss L in November 2023 advising her that her account would default in December 2023 unless the arrears were paid or an arrangement was agreed.

Having reviewed the account notes and the debt manager notes, I can't see that Miss L contacted Barclaycard to discuss the account until after December 2023 when the account was defaulted.

I appreciate that Miss L has said that she contacted Barclaycard via an online form. Barclaycard hasn't been able to locate this and Miss L hasn't retained a copy or screenshot so I can't be certain of whether it was successfully sent and received. Barclaycard has given Miss L the benefit of the doubt here and has offered £150 as a gesture of goodwill for its failure to respond.

Taking all the available information into account, I'm unable to say that Barclaycard has made an error in recording the default. The account was in arrears and the fees and charges which were applied as a result of the missed payments were in accordance with the terms and conditions of the account. Barclaycard has complied with the relevant requirements before defaulting the account.

I'm aware that Miss L has said that she was blocked from using the app to make payments to her account. However, even if this was the case, I'm persuaded that Barclaycard took reasonable steps to make Miss L aware of the other ways in which she could make payments, and I haven't seen any evidence to suggest that Miss L wasn't able to make payments by one or more of the other options.

Barclaycard has offered compensation for its failure to respond to Miss L's online communication. I think this is a fair and reasonable offer in the circumstances. The failure to respond to Miss L's online communication didn't cause the arrears because the arrears began to accrue from September 2023 onwards.

### **My final decision**

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss L to accept or reject my decision before 1 May 2024.

Emma Davy  
**Ombudsman**