

## **The complaint**

Mr P complains that Barclays Bank UK PLC, trading as Barclaycard, didn't engage with offers to clear his account or offer payment breaks when he needed them.

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my 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.

I know it will disappoint Mr P, but I agree with the investigator's opinion. I'll explain why.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here I have to base my decision on the balance of probabilities.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

When a consumer is experiencing financial difficulty we would expect a business to be supportive and to show some forbearance. I think Barclays did that. They offered some respite to Mr P when they suspended interest and fees in October 2023, and they regularly offered the potential for repayment plans when they advised Mr P of the arrears on his account. They didn't have to accept Mr P's proposals for repayment or a further payment break.

In November 2023 Barclays accepted that they'd failed to respond to a number of letters Mr P had sent to them. They apologised for that, and they paid some compensation to Mr P and removed interest that had been added to the account during the period Mr P had been trying to correspond with them. In total they refunded £581.97 to Mr P's account. I think that was fair in the circumstances. Mr P says they've failed to respond to correspondence he's sent since the business issued their final response on this complaint. But it wouldn't be fair for me to consider issues Barclays haven't yet had a chance to respond to. Mr P will, therefore, need to raise that complaint with Barclays. They'll give him rights to refer that complaint to this Service if he's dissatisfied with their response.

The Information Commissioners Office guidance suggests that businesses should default an account when it is at least 3 months in arrears and before it is six months in arrears. By the time Barclays defaulted Mr P's account he was four months in arrears, so I don't think they were wrong to do so, and they had an obligation to report that default and any missed payments to Mr P's credit file.

I understand that Barclays were slow to provide statements Mr P required. I can see that our investigator provided those in April of this year. Mr P has suggested there are still gaps in them and that as his account is closed and Barclays have removed online access, it's hindered his complaint. I don't think the absence of statements has prevented Mr P from presenting his case here in relation to the complaint he made to the business and escalated to us towards the end of 2023. The statements Mr P says are missing predate the period when the arrears built up, and the credits Barclays have referred to in their final response were paid.

Ultimately, I'm persuaded that Barclays have taken sufficient action to compensate Mr P for their lack of correspondence, but I don't think they need to take any further action.

### **My final decision**

For the reasons I've given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 19 July 2024.

Phillip McMahon  
**Ombudsman**