

## **The complaint**

Miss F complains Barclays Bank UK PLC trading as Barclaycard hasn't accepted a promissory note as payment towards her outstanding credit card balance.

## **What happened**

In September 2024, Miss F wrote to Barclaycard with a promissory note as a payment towards her outstanding credit card balance. As she didn't receive a response, she raised a complaint.

Barclaycard explained that as it isn't legal tender it doesn't accept promissory notes as a method of payment. And its monthly statements detail the forms of payment it accepts. It also acknowledged it couldn't locate the promissory note Miss F sent and that it should have contacted her to say it couldn't accept the note. To apologise, it paid £25 compensation to her credit card account. Unhappy with its response, Miss F brought her complaint to our service.

In December 2024, Barclaycard made a proactive settlement offer through this service. It apologised the post went astray and it missed the opportunity to assist Miss F. To put things right, it offered £113.71, which amounted to the last three months' interest.

Our Investigator looked into the complaint and thought Barclaycard's offer was fair. They said a promissory note isn't a form of payment and Barclaycard isn't under any obligation to accept it.

As Miss F remained unhappy, the case was passed to me to make a 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've reached the same outcome as our Investigator. Barclaycard has paid £25 and offered a further £113.71 compensation as an apology for being unable to locate Miss F's promissory note and failing to inform her it couldn't accept it as a form of payment. I don't think it needs to do anything more and I'll explain why.

The terms and conditions of Miss F's credit card account explain payments must be made in sterling. And her credit card statements detail the ways she can make payment towards her outstanding balance – bank transfer, debit card, direct debit or QR code via Pingit or at an ATM.

Miss F wants to pay her credit card balance with a promissory note. But promissory notes are a promise to pay, it isn't legal tender or money. Barclaycard has explained it doesn't accept promissory notes, and referred Miss F to her statements which list the payment methods it accepts. Ultimately, Barclaycard already has an existing agreement to pay with Miss F, and it isn't required to accept another arrangement over it. So, I don't think it has

acted unreasonably here.

I appreciate Miss F feels strongly that Barclaycard should accept her promissory note and has provided a judgement and legislation to support this. I think it is important to explain that we're an alternative to the courts and have no power to make a legal finding here. I've reviewed everything Miss F has shared, and I haven't seen anything to suggest Barclaycard is obliged to accept the note. Therefore, I'm satisfied Barclaycard hasn't acted unfairly in not crediting her account.

Miss F has provided evidence to show the correspondence she sent was signed for by Barclaycard. So I agree Barclaycard could have provided better service to Miss F. But it has acknowledged this and offered to put things right, which I think is fair and reasonable in the circumstances.

### **My final decision**

Barclays Bank UK PLC trading as Barclaycard has already made an offer to pay £113.71 compensation in addition to the £25 it has already paid, and I think this offer is fair in all the circumstances.

So, my decision is that Barclays Bank UK PLC trading as Barclaycard must pay Miss F the compensation offered.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss F to accept or reject my decision before 26 March 2025.

Tania Henry  
**Ombudsman**