

The complaint

Mrs B is unhappy with the financial assistance offered to her by Barclays Bank UK PLC.

What happened

Mrs B has three credit accounts with Barclays. Over the past few years, Mrs B has spoken with Barclays on several occasions and asked for interest on her accounts to be suspended to help her negotiate difficult periods which she was unfortunately experiencing.

Barclays did agree to Mrs B's requests, but they only did so for a short period of time, and in doing so didn't provide the level of financial assistance to Mrs B that she feels she should have received. Mrs B wasn't happy about this, so she raised a complaint.

Barclays responded to Mrs B but didn't feel that they'd acted unfairly towards Mrs B by offering her the level of financial assistance that they had. Mrs B wasn't satisfied with Barclays response, so she referred her complaint to this service.

One of our investigators looked at this complaint. But they didn't feel that Barclays had treated Mrs B unfairly as she felt was the case and so didn't uphold the complaint. Mrs B 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.

In her recent correspondence with this service, Mrs B has raised several further points of complaint, in addition to those that she initially referred to Barclays. These include that Mrs B incurs a higher a rate of interest on one of her credit accounts than on the other two, and that Barclays have caused her to have an unfair debtor-creditor relationship as per Section 140/A of the Consumer Credit Act 1974.

However, the rules by which this service must abide, which can be found in the Dispute Resolution ("DISP") section of the Financial Conduct Authority ("FCA") Handbook, include that this service can only consider a point of complaint that has previously been referred to the business in question, and which that business has therefore had the formal opportunity to consider and respond to.

In this instance, it's my understanding that Mrs B hasn't previously referred these further points of complaint to Barclays, which means that I have neither the remit nor the authority to consider those further points of complaint as part of this review. If Mrs B would like to pursue these further points of complaint, then she should raise them with Barclays as formal complaints. And I confirm that after Barclays have had the formal opportunity to consider and respond to those points of complaint, it may be the case that Mrs B has the right to refer those points of complaint to this service, should she still wish to do so.

The points of complaint that I can consider here are those that Mrs B has previously raised

with Barclays, and which Barclays have had the formal opportunity to consider and responded to or have consented to us considering if not. To confirm, these are Mrs B's dissatisfaction with the level of financial assistance that Barclays have provided to her and Mrs B's dissatisfaction with the questions Barclays asked her about medication.

Regarding Mrs B's dissatisfaction with the level of financial assistance Barclays have provided her with, I feel it's important to confirm that my starting point here is that I feel it's fair for Barclays to administer Mrs B's credit accounts in line with the terms and conditions of those accounts. And the terms and conditions of Mrs B's credit accounts include that interest will accrue on the account balances.

If an account holder is in financial difficulty, and can't afford to make the minimum monthly payment required on an account, then they can seek financial assistance from their credit provider. But it would generally be expected that any formal assistance that a credit provider would offer to an account holder would take place after a review of that account holder's income and expenditure and would be reported to the credit reference agencies.

It seems clear that Mrs B's submissions to this service that she wanted to avoid accepting any financial assistance that would be reported to the credit reference agencies, and instead wanted Barclays to suspend interest on her accounts as a good will gesture, and on an informal basis. But while I would expect Barclays to consider any such request that Mrs B might make. I wouldn't consider Barclays to be under any obligation to accept those requests, but could do so entirely at their own discretion.

In Mrs B's case, Barclays have provided her with the following financial assistance:

- In June 2022, Barclays credited £100 of paid interest back to one of Mrs B's accounts.
- In January 2023, Barclays waived three months of interest on all three of Mrs B's accounts.
- In January 2024, Barclays waived one month of interest on all three of Mrs B's accounts.

Each of the three instances described above was undertaken as a goodwill gesture by Barclays. And each occasion represents a time when Barclays agreed to allow Mrs B to temporarily not adhere to the contractual requirements of her credit accounts, without making any formal report to the credit reference agencies that this was the case.

As explained, I'm satisfied that such gestures of good will are offered by Barclays entirely at their own discretion. But it wouldn't generally be expected that Barclays would make such gestures repeatedly, given their own obligations to act in accordance with the credit agreements that they have with Mrs B. And while Mrs B notes that other credit providers have been more generous in agreeing to waive account interest than Barclays have been, I don't feel that this means that Barclays have any obligation to match that generosity.

Notably, Barclays have explained to Mrs B on several occasions that if she is experiencing financial difficulty, they can consider applying a formal reduced payment plan to her accounts. And Barclays have explained that they would need to undertake an income and expenditure assessment with Mrs B to better understand her financial position before any reduced payment plan could be offered, and that any reduced payment plan they agreed to would be reported to Mrs B's credit file.

Barclays position in this regard seems fair to me. And while I appreciate that Mrs B would

like to obtain financial assistance without it being reported to the credit reference agencies, I don't feel that her expectation in this regard is reasonable.

Mrs B also feels that questions Barclays asked her about long-term medication she might be taking after she told them that she'd been in a traffic accident were inappropriate. But Mrs B was under no compulsion to answer those questions. And it seems reasonable to me that Barclays, having been told by Mrs B that she had been in a traffic accident, wanted to understand whether that accident might have any impact on Mrs B being able to repay the balances outstanding on her credit accounts. And because of this, I don't feel that Barclays' questions to Mrs B were unreasonable or unfair.

All of which means that I don't feel that Barclays have acted unfairly towards Mrs B as she contends, and it follows from this that I won't be upholding this complaint or instructing Barclays to take any further or alternative action. I hope that Mrs B will understand, given all that I've explained, why I've made the final decision here 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 Mrs B to accept or reject my decision before 3 June 2025.

Paul Cooper
Ombudsman