

The complaint

Mrs T complains that Barclays Bank UK PLC, trading as Barclaycard, were unreasonable to transfer her debt to a third party and failed to pass on the correct contact details.

What happened

In October 2023 after Barclays defaulted a credit card debt Mrs T had with them, they sold the debt to a third party (who I'll call 'P').

Mrs T is upset that they did that and says they failed to update her contact details and, therefore, passed the wrong ones on to P. That led to P not being able to contact them and a County Court Judgement being registered against Mrs T.

Barclays didn't think they'd done anything wrong. They said the terms of the account allowed them to transfer the debt and that Mrs T hadn't been in touch to amend her contact details. Our investigator didn't think there was evidence Barclays had made a mistake transferring the debt or reporting Mrs T's contact details. But he noted that they'd told Mrs T that a £500 payment she had made to them after the debt had been sold had been returned to her when it hadn't been. In respect of that mistake, he thought Barclays should pay Mrs T £100 in compensation. As Mrs T was still dissatisfied her complaint has been passed to me, an ombudsman, to make 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.

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.

The terms and conditions of Mrs T's account allowed Barclays to transfer the debt. They said:

"We may transfer to any other person any or all of our rights and duties under this agreement at any time [...]."

So, I don't think Barclays were unreasonable to transfer the debt to P on 20 October 2023.

Mrs T has explained that she had moved house by then and she insists that she told Barclays about her change of address and email before they transferred the debt to P. I don't think I have sufficient evidence to demonstrate that was the case. I say that because Barclays can find no record of any call from Mrs T or her husband in which that was

discussed. They've provided screenshots of the searches they've made using the phone numbers Mrs T has provided to us, and across all channels, and they all show no results. Mrs T has also not been able to provide call records that demonstrate calls were made during that period. Overall, I'm not persuaded that Barclays were, therefore, wrong to pass on the contact details they had for Mrs T.

I do think, however, that Barclays would have caused Mrs T some distress and inconvenience when they told her they had returned a £500 payment she had made to them. They hadn't, but I have seen evidence that they sent that payment to P and I've seen evidence that P paid it towards the balance on the account. In the circumstances, I think Barclays should pay Mrs T £100 in compensation for the distress and inconvenience Mrs T experienced but I'm not asking them to take any other action.

My final decision

For the reasons I've given above, I uphold this complaint in part and tell Barclays Bank UK PLC to pay Mrs T £100 to compensate her for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or reject my decision before 26 May 2025.

Phillip McMahon
Ombudsman