

The complaint

Ms D complains about the way that Barclays Bank UK PLC trading as Barclaycard has treated her since she fell into financial difficulties.

What happened

Ms D holds a credit card account with Barclaycard. She says that following the loss of her job, Barclaycard failed to offer support despite repeated requests for help. Ms D is unhappy that her account is in a delinquent status without her knowledge. Ms D says she made regular payments before losing her job.

When Ms D complained to our service, she was worried that her account would default. She said that Barclaycard hadn't agreed a payment plan despite her repeated contact.

Our investigator didn't uphold Ms D's complaint. He said he could see that Barclaycard agreed to accept reduced repayments in mid-2023 but Ms D broke the arrangement. Although Ms D subsequently brought her account up to date, she started to miss payments from July 2024 onwards.

Our investigator said that Barclaycard tried to contact Ms D and sent letters asking her to make contact. When Barclaycard spoke with Ms D in September 2024, it found she couldn't afford any repayments, so it placed a 30 day hold on her account. Our investigator said he wouldn't expect Barclaycard to set up an unaffordable payment plan, so he didn't think it acted unfairly by saying it would not set the plan up.

Our investigator didn't think that Barclaycard acted unfairly when it defaulted Ms D's account after sending her a notice of default at the beginning of November 2024. He recommended that Ms D contact the Sensitive Support team at Barclaycard to discuss her financial circumstances.

Ms D disagreed with the investigation outcome. She said Barclaycard hadn't responded to her attempts to set up a payment plan and provided copy emails she'd sent. Our investigator explained that she would need to first raise these concerns with Barclaycard as she had sent the emails after Barclaycard's final response.

Ms D says she's made multiple complaints to Barclaycard but it has continued to ignore her. Ms D doesn't agree that Barclaycard has done enough to help her. She says the wait for a resolution is impacting her health.

As the complaint hasn't been resolved informally, it has come to me 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.

I realise that I have summarised this complaint in less detail than the parties and that I have done so using my own words. The rules which govern us, together with the informal nature

of our service, allow me to take this approach. But this doesn't mean I have not considered everything the parties have given to me.

I am sorry to disappoint Ms D but like our investigator, I am not upholding her complaint. I also agree that I cannot consider Ms D's complaint as it relates to Barclaycard's failure to respond to emails she has sent since its' final response of 17 December 2024. This is because the businesses we cover need to have the chance to respond to a complaint before it comes to us to decide. So, if Ms D remains unhappy with Barclaycard's lack of response to her emails, she will first need to raise this with it before coming back to us if she remains unhappy with the outcome.

I don't in any way seek to minimise the distress which Ms D feels over her personal and financial situation. But when considering whether Barclaycard has responded fairly to her situation, I take account of the rules which the FCA sets for businesses to follow when collecting debts. The FCA expects businesses to treat people in financial difficulties fairly and with "forbearance and due consideration." And the businesses must take additional safeguards if it's aware of a customer's vulnerability. The FCA handbook sets out examples of treating a customer with forbearance and due consideration. These include:

- suspending, reducing, waiving, or cancelling further interest or charges
- accepting no payments or token payments for a reasonable period of time where the customer can show they otherwise wouldn't be able to pay their priority debts.
- Agreeing a repayment arrangement which allows the customer a reasonable period of time to repay the debt.

In Ms D's case, after she had difficulties keeping up with her usual monthly payments in July 2023, Barclaycard went on to agree a 12 month reduced repayment plan which started in October 2023. I think this was a fair response to her personal difficulties. As Ms D didn't keep up with the agreed repayments, Barclaycard cancelled the plan in early 2024. I don't think this was unreasonable in the circumstances. I can see that Barclaycard wrote to Ms D in early January 2024 to tell her that she had missed a payment and that she should make contact if she couldn't catch up. The same letter also explained that if Ms D didn't contact Barclaycard or make a payment, it would cancel the reduced payment plan. Barclaycard also tried to ring Ms D in mid-January 2024. As I think that Barclaycard offered support and gave Ms D fair warning before it cancelled the plan, I don't think it treated her unfairly.

I'm satisfied that Barclaycard kept in regular contact with Ms D. It said it could help her if she was struggling to make a payment and gave her information about organisations which could help. Although Ms D spoke with Barclaycard in February 2024, it appears from the notes which I have seen that she didn't want to complete an affordability assessment. So, I don't think it was unreasonable for Barclaycard not to set up another repayment plan at this point.

After Ms D contacted Barclaycard in September 2024, it agreed to suspend fees and interest while she reviewed her financial situation. When Ms D went through her income and outgoings with Barclaycard it would not agree a repayment plan due to an insufficient monthly disposable income. I wouldn't expect Barclaycard to agree a repayment plan which wasn't affordable. So, I can't say that it did anything wrong here.

Barclaycard continued to hold on Ms D's account and explained that while it didn't expect her to make any payments she couldn't afford, it would still need to send out statements and notices about the overdue payments. Again, I think this was a fair way to respond to her financial difficulties.

As Ms D didn't make a payment, Barclaycard sent her a notice of default in November 2024. Treating a customer with forbearance doesn't mean that Barclaycard is obliged not to default an account or report the default to the credit reference agencies. So, I can't say that Barclaycard did anything wrong when it reported the default.

Overall, I am satisfied that Barclaycard has treated Ms D fairly by first agreeing to accept reduced monthly repayments in 2023, followed by breathing space later in 2024 before defaulting her account.

If Ms D wants to discuss repayment options with Barclaycard, I recommend that she contacts the team using the details it has supplied on correspondence about the debt, rather than continuing to email the complaints team.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms D to accept or reject my decision before 30 July 2025.

Gemma Bowen
Ombudsman