

The complaint

Mr T has complained that Barclays Bank UK PLC trading as Barclaycard didn't process a cheque he sent, to clear his credit card balance.

What happened

On 2 August 2024, Mr T sent Barclaycard a cheque for £8,000, to clear his balance. He's explained he did so using recorded delivery. But he later realised the cheque hadn't been processed, so his balance was still outstanding.

Barclaycard then reported arrears on the account, which it ultimately defaulted, and passed to a debt collection agency.

Mr T feels that his payment obligations have been discharged, so Barclaycard should cease debt collection activity, and remove the negative information from his credit file. He also wants to know where the cheque is, and why it took Barclaycard until March 2025 to respond to his complaint.

One of our investigators looked into what had happened, but thought Barclaycard had behaved fairly. He was satisfied that, although it was unclear what had happened to the cheque, it hadn't been processed. And Mr T would have been aware that the balance was still outstanding. He was satisfied that the £50 Barclaycard had awarded Mr T was fair to address any service issues.

Mr T disagreed. In summary, he thinks it's unacceptable that Barclaycard can't account for the whereabouts of the cheque, given that it was sent by recorded delivery and signed for. He also feels the Bills of Exchange Act 1882 is important, because it says that the tendering of a valid cheque discharges the obligation unless it is rejected or returned. And, a refusal to accept tendered payment without just cause may discharge the obligation entirely. Further, a rejected cheque must be returned.

Further, Mr T says he didn't receive all of the arrears letters, only some, which arrived 'en masse' some time later. He also thinks he shouldn't have needed to make repayments, while the matter/cheque was outstanding.

The complaint's now been passed to me.

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'm not upholding it. I know this will be very disappointing for Mr T, but I'll explain why.

I can see that Mr T has provided proof that a delivery was signed for on 5 August 2024.

However, it doesn't show what was delivered, or that it was delivered to Barclaycard. And Barclaycard has no record of it. I can't say what has happened to the cheque, but I don't think anything untoward has happened, or that Barclaycard is refusing to process it. Nor do I think the legislation Mr T has referred to is relevant here, given that the whereabouts of the cheque is unknown.

Mr T was aware that the cheque hadn't been processed, and so money was outstanding on his account. It's unclear why he didn't receive all of the correspondence regarding this in a timely manner. However, he was aware the money was outstanding. And, in a call on 26 November 2024, Barclaycard explained the balance was still outstanding and the payments were still required. So, I don't think it was unfair for Barclaycard to default the account.

Mr T has explained he doesn't think it reasonable that he should have needed to make repayments, while his complaint was ongoing. I don't agree, given that it's clear the money was owed, and the cheque was missing. If Mr T had concerns it would later be cashed, he could reasonably have cancelled the cheque.

As regards customer service, it's unclear why Mr T didn't receive a response until March 2025, because I can see that a letter was sent in November 2024. But in any event, Barclaycard offered £50 compensation for service overall, and I think this is fair.

My final decision

For the reasons given above, it's my final decision not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 1 September 2025.

Elsbeth Wood
Ombudsman