

The complaint

Mr R complains that Barclays Bank UK PLC didn't consider his health condition and unfairly defaulted his account. Mr R is represented in this complaint, but I'll refer to him as it's his complaint.

What happened

The detailed background to this complaint is well known to both parties. So, I'll only provide a brief overview of some of the key events here.

On 25 January 2024, Mr R called Barclays about his financial difficulties including outstanding debt on the two credit cards he had with them.

Mr R explained he had a long term illness which led to him leaving his job, becoming self-employed, having a lower income and large debt. Also, he hadn't made provisions for tax and his debt built up and, due to his medical condition affecting his energy levels, his doctor advised him to significantly reduce his working hours.

On the call Mr R completed an income and expenditure affordability check. The Barclays agent agreed an interest free repayment plan for £33.12 per month and Mr R thought this was for both of his credit cards.

Mr R paid £33.12 each month but, in May 2024, was shocked to discover Barclays defaulted one of his accounts due to the lack of payment. Mr R complained to Barclays and asked them to lift the default. This is because he is adamant that he paid the amount agreed on the call for both cards and the call recording would prove this.

But Barclays didn't uphold his complaint. They say that he didn't amend his direct debit as agreed, to pay £33.12 for each credit card. They also said they had written to him.

Mr R brought his complaint to our service. However, after reviewing the 25 January 2024 call transcript, our investigator couldn't see that Barclays had made any errors.

Mr R remains dissatisfied and asked for his complaint to be considered by an ombudsman.

The following is a summary of the reasons for his request:

- Communications on 25 January 2024 about whether the £33.12 payment applied to both accounts were unclear.
- Mr R recalls that on 30 January 2025 Barclays' complaint handler '*effectively admitted a fault surrounding the £33.12 amount owed*'.
- Mr R told both agents about his medical condition.
- Mr R says it was a very long, exhausting and mentally difficult call (on 25 January 2024) for him as he had a debilitating condition characterised by persistent and unexplained fatigue that is not alleviated by rest.
- Mr R says his condition often leads to cognitive impairments, including memory problems, difficulty in concentrating, and executive dysfunction. He also says his condition can significantly impair his ability to manage financial affairs as he can

become confused, particularly if having to concentrate, listen, and process information for long periods.

- *'The Equality Act 2010 says individuals with disabilities are entitled to reasonable adjustments and protections from unfair treatment. These laws recognise that disabilities can impact an individual's ability to fulfil contractual obligations and should require creditors to consider these circumstances when assessing defaults and arrears'.*
- Despite Barclays knowing about Mr R's complaint and medical condition *'which they should understand is exacerbated by stress'* they continue to send him communications about his defaulted account.

I issued a provisional decision on 4 July 2025, and this is what I said:

I've considered the relevant information about this complaint.

My provisional decision is the same outcome as that reached by our investigator; however, as I've commented on new points received after our investigator's view, I'd like to give both parties a further opportunity to respond.

The deadline for both parties to provide any further comments or evidence for me to consider is 18 July 2025. Unless the information changes my mind, my final decision is likely to be along the following lines.

If I don't hear from Mr R, or if they tell me they accept my provisional decision, I may arrange for the complaint to be closed as resolved without a final decision.

What I've provisionally 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, my provisional decision is that I'm not upholding this complaint, and I'll explain why:

I should first say:

- *I'm very sorry to hear about Mr R's medical condition and his upset and distress over Barclays' default action.*
- *Although I can't see that any medical evidence has been provided to either Barclays or our service, I'm persuaded that Mr R is a vulnerable customer and that the Financial Conduct Authority (FCA) guidance applies here.*
- *I've carefully considered all the points both parties have made, and I've focused on what I think are the important points to reach a final decision.*
- *Where evidence is incomplete, inconsistent or contradictory, I must reach my decision on the balance of probabilities – in other words, what I consider most likely to have happened in light of the available evidence and wider circumstances.*
- *I've taken into account the Equality Act in deciding whether Barclays have acted fairly. However, it isn't for this service to make a ruling on this matter. This would be a matter for a court. This is because our service is an informal dispute resolution service which considers the merits of a specific case and the impact on the complainant. We cannot fine or punish businesses for failure to meet requirements under law, even if I was to believe that Barclays had breached the*

Equality Act.

From reviewing the 25 January 2024 call transcript, I found that, when summarising at the end of the call, the Barclays collection agent:

- Confirmed a direct debit needed to be set up for both accounts and Mr R needed to call back to which Mr R said 'Yeah'.*
- Said 'So I have put this down for you. £33.12 on both cards. The only thing left is to sort out your direct debit for the payment'.*
- Stated that Mr R needed to undertake this action.*

I also found that Mr R said he was taking notes and time was allowed for him to do so.

I did though find there were earlier parts of the call where the agent could've been clearer about two separate payments of £33.12. However, I think that when the call concluded it was clear that Mr R had agreed payment of £33.12 on each of his two cards and that a direct debit needed to be set up.

From reading call transcripts (including a 30 January 2025 call where I couldn't see an admission of fault) and file notes, I'm persuaded that Mr R subsequently couldn't recall the above mentioned conclusion of the call and thought the £33.12 payment was for both cards.

I considered Mr R's vulnerability and whether the agents should've done more, bearing in mind that they had some information on Mr R's health condition. I think they should've tried to understand more about his condition, such as cognitive impairments in order to offer reasonable adjustments such as talking slower, repeating key information and taking breaks if the call turned out to be long. Also, checked if he needed any support including for the required call back.

I had to balance what I consider to be some shortcomings on this call, for a vulnerable customer, with information that Mr R was still well enough to work and was taking notes and didn't ask for any adjustments. Also, although they were standard letters, Barclays did follow up with a communication which they sent the day after the call. And Mr R confirmed that Barclays had the correct address.

In addition, Barclays sent Mr R statements and a number of letters about his account, including the one on the 26 January 2024 confirming separate payments were required for each credit card and subsequent warnings before they took any action.

So, although the focus of this complaint has been about the call, and I think it can be argued that Barclays should've done more or that Mr R confirmed his understanding and retained notes, the default would've been avoided had Mr R read the letters Barclays sent him. But the reason he says he didn't read them is because Barclays weren't aware the address they had, which he confirmed, was a relative's address that he was no longer living at and there were no collection or forwarding arrangements for any post.

Barclays terms and conditions, that Mr R would've agreed to, say the following:

- 'Please note that if we need to send you any letters by law or under any regulations that may apply, we'll continue to send these to your residential address in the UK.'*
- We'll always communicate with you using the most recent contact details you've given us.*
- We're not responsible if you don't receive information because you haven't told us about a change to your contact details'.*

Although I empathise with Mr R's difficult circumstances, to ensure he received important banking information, he or his support ought to have updated Barclays when he changed address.

Also, Mr R says he can't recall when he stopped residing at the registered address and I think it more likely than not that he was still at this address on and around 25 January 2024. This is because at the very start of the call, when he wouldn't have been fatigued, he was asked his address, and he confirmed it was the one Barclays had registered.

Even if Mr R moved within a few days of the call, as he was getting support and his registered address was that of a relative's and registered on the electoral roll, I think he should've put in place an arrangement to ensure he received his post.

Due to the account having defaulted Barclays can't confirm the electronic communications that they either sent or made available to Mr R. However, as Barclays have also confirmed he had online access, even if Mr R didn't receive any alerts, I think it likely Mr R would've at least had access to statements. And access to these would've enabled him to see his credit card wasn't being credited each month and was in arrears.

So, having considered the above and all the information currently on file, for the above reasons I don't think Barclays have treated Mr R unfairly or unreasonably. Therefore, my provisional decision is to not uphold this complaint against Barclays Bank UK PLC.

My provisional decision

My provisional decision is not to uphold this complaint against Barclays Bank UK PLC.

I'll look at anything else anyone wants to give me – so long as I get it before 18 July 2025.

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.

Further to my above Provisional Decision (PD), Barclays didn't make any comments but Mr R's rep made further submissions. This included:

- Challenging Barclays' electronic records.
- Questioning if Barclays had a file note of Mr R's vulnerability and whether they referred to this. Also, providing FCA case studies.
- Pointing out:
 - Barclays shortcomings in the January 2024 call.
 - *'That Mr R acted promptly in alerting Barclaycard to an error/misunderstanding having occurred (months before the default was officially registered with credit agencies on 30th July 2024), and that he telephoned Barclaycard multiple times to attempt to rectify the late payment/arrears confusion issue'.*
 - *'The default could have been avoided weeks or months before it was officially registered.*
 - Mr R's *'medical condition was not fully considered by agents when dealing with*

him'.

After requesting call transcripts and seeing the call transcript of 7 May 2024, Mr R's representative made further submissions.

I considered all of the submissions received and looked at everything again.

Having done so, I'm sorry to disappoint Mr R, but my decision remains that I'm not upholding this complaint against Barclays.

I do recognise and empathise with Mr R's health condition, which he communicated to Barclays in January 2024. However, further to my PD, having reviewed the file again, I'm not persuaded that it impacted on either his understanding of Barclays' communications or his ability to manage his finances.

I appreciate that Mr R says that he couldn't recollect what he agreed to, regarding account payments in January 2024; however, there is evidence that Barclays confirmed the amount required in writing.

Although Mr R questions electronic statements being sent to him, says he wasn't residing at the address Barclays held and didn't receive the important letters sent by Barclays (including statements), I'm satisfied Barclays posted these to him before they took default action.

I consider it to have been Mr R's responsibility to update Barclays on his change of address (whether temporary or not) or to have put arrangements in place to receive his mail.

Although Mr R says he didn't receive Barclays' correspondence, I think it more likely than not that there was an arrangement in place for him to receive them. This is because on the 7 May 2024 call, Mr R said the reason for making the call was because he received a default letter. Also, he confirmed his address as the one held by Barclays.

From reading submissions and call transcripts and listening to calls, I'm persuaded Mr R couldn't recall what was said in the January 2024 call about setting up a new payment. However, although I think the call could've been handled better by the agents, I think it was made clear, and understood by Mr R, that it was up to him to arrange a new monthly payment.

Although Mr R said he was making a note, the following day he was sent a letter confirming the amount he needed to pay on the account. So, if Mr R read his correspondence and looked at subsequent statements and letters sent to him, showing arrears, he should've realised well before May 2024 that he had to arrange a new payment and if he didn't there was debt building up.

It was unfortunate that, on 7 May 2024, the Barclays agent couldn't clarify the account issue whilst Mr R was on the call. However, it was made clear to him that his account urgently needed a payment to clear the arrears.

The agent said that they would come back to him and there is evidence that attempts were made verbally and in writing. Approximately two weeks after the call, on 23 May 2024, a Barclays agent called Mr R. As Mr R didn't pick up, on the same day they sent him a letter asking him to call them. Barclays then sent further letters out in June and July but there is no record of a response from Mr R.

Even if Mr R didn't receive his post, I think he should've called Barclays. This is because:

- He was concerned enough to call Barclays about a default risk on 7 May 2024.
- Although Barclays did say they would look to clarify matters discussed on 7 May 2024, the agent twice advised him to call back before the end of the week and Mr R agreed to do so.
- It's possible that in May 2024, after belatedly looking at his correspondence, Mr R realised that he had forgotten to set up the direct debit and as a result he couldn't

afford pay the arrears (which was £263.59 by May 2024). This would've been an opportunity for him to have further discussions.

- Following the 7 May 2024 call:
 - He should've been awaiting a call, letter and statements.
 - In addition to letters, statements would've clearly shown him the status of his account and that he needed to make a payment to avoid a default.

I can't see that Mr R attempted to call Barclays back and although I recognise his health condition and think Barclays' support team should've made more than one call, as mentioned above, I'm not persuaded that Mr R wasn't able to communicate, manage his finances and make a further call.

There was still time in June and July 2024 for the default to be averted if Mr R had either made contact or made a payment and as there is evidence of communications from him I don't think Barclays treated him unfairly.

Although I empathise with the arrears that grew, the detrimental impact of a default and think some of Barclays' communications could've been better, I'm not persuaded they made an error when setting up the original payment plan or in subsequent communications telling him that repayment was required.

So, I'm sorry to disappoint Mr R but for the reasons mentioned above I'm not upholding this complaint against Barclays Bank UK Plc.

My final decision

For the above reasons, my final decision is that I'm not upholding this complaint against Barclays Bank UK Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 26 November 2025.

Paul Douglas
Ombudsman