

## The complaint

Mr N complains about the information Barclays Bank UK PLC trading as Barclaycard has recorded on his credit file.

## What happened

Mr N held a Barclaycard credit card account for a number of years. It issued a default notice on 19 February 2018 after his account fell into arrears. Mr N told Barclaycard he was out of work and unable to make his contractual minimum repayments. It agreed a repayment plan of £112 per month.

Over the years, Mr N was on various repayment plans as he was unable to maintain his contractual monthly repayments. A year later, Barclaycard's contact notes show Mr N was still unable to maintain his contractual monthly repayments. In September 2019, Barclaycard issued a default notice. However, it later agreed a reduced repayment plan of £100 per month, which it says gave Mr N a further 12 months to return to making contractual repayments.

By February 2020, Mr N was out of work again and the repayment plan had become unaffordable. By September 2020, Barclaycard agreed he didn't need to make any payments towards the outstanding balance at present. Barclaycard defaulted the account but later reversed this and reopened the account following a complaint from Mr N in May 2021. A repayment plan of £25 was agreed in June 2021.

By July 2022, Mr N was still out of work and no repayment plan was agreed. Barclaycard's notes of its calls with Mr N in August and September 2022 say it advised him it wouldn't record arrears on his credit file but a default, if applied, would be recorded.

Mr N continued to make payments of £25 per month as he couldn't afford the contractual minimum repayments. By November 2023, Barclaycard said it couldn't continue with the repayment plans and his account would default if he couldn't afford his contractual minimum repayments. In February 2024, Barclaycard wrote to Mr N to let him know it had closed his account and recorded it as in default.

Mr N contacted Barclaycard in April 2025, who initially said it would remove the default but, two weeks later, it told him it had reported the default correctly. He complained. In April 2025, Barclaycard's final response acknowledged it was wrong to tell him it would remove the default and offered him £75 compensation. Unhappy with this, Mr N referred his complaint to our service.

An investigator reviewed this complaint and thought Barclaycard should have defaulted the account sooner. They initially recommended Mr N's credit file be amended to show the default was recorded on 9 March 2020.

Neither Mr N nor Barclaycard accepted our investigator's opinion. Mr N said he'd been told Barclaycard couldn't record his account as in default because it was opened so long ago. He'd been making repayments so felt his account should not have defaulted. Barclaycard

said that if it hadn't given Mr N breathing space in February 2020, it would've had to give him 60 days' notice of this account defaulting. It also said Mr N asked for the December 2020 default to be removed and this is where the "clock must stop". However, Barclaycard still felt it had followed its correct processes after this date.

Our Investigator reconsidered the complaint and said Barclaycard should amend its default date to 9 December 2020. They thought it was fair Barclaycard offered another repayment plan in February 2020 and when Mr N couldn't afford to return to his contractual repayments, it sent a default notice. As both parties remained unhappy, this complaint was referred to me for a decision. I issued a provisional decision on 21 November 2025, which set out the background to this complaint:

*"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.*

*Mr N has complained that Barclaycard was wrong to record his account as in default in February 2024. I've reviewed his account history to decide whether I think Barclaycard's actions were reasonable. In doing so, I've only been able to look at Barclaycard's actions in the six years before he made his complaint in April 2025. I've not gone beyond this, as I'm satisfied Mr N was aware of the current position at his account given he was regularly in touch with Barclaycard. And as he was in regular contact with Barclaycard, there don't appear to be any exceptional circumstances that prevented him from referring his complaint to our service earlier. So, I can look only at what has happened since April 2019.*

*In April 2019, Mr N told Barclaycard he was struggling with the balance on his account and wasn't sure whether he'd be able to continue to work. In May 2019, Mr N notified Barclaycard he was in arrears with other creditors. Mr N's account statements show he made no repayments towards his account between April and August 2019. The £100 payment in September 2019 didn't bring the account up to date.*

*It appears Barclaycard agreed a further repayment plan for Mr N that was less than the contractual minimum repayments. However, I think it was wrong to do so. The Information Commissioner's Office sets out that Barclaycard should have defaulted Mr N's account once three to six months of arrears have accrued – so, by the time no more than six contractual minimum repayments have been missed.*

*As I said above, Mr N didn't make payments for April, May and June 2019. I think, at the latest, Barclaycard should have issued a default notice after three missed repayments, so by 1 July 2019. If Barclaycard had issued a default notice on 1 July 2019, the account would have defaulted by 30 August 2019 at the latest.*

*I realise this will mean the default will no longer show on Mr N's credit file, but I remain of the view his account should have defaulted more than six years ago. Whilst I think Barclaycard was trying to be helpful agreeing further repayment plans, Mr N's financial difficulties had been ongoing for some time and showed no realistic prospect of improvement. There wasn't any reasonable prospect of him being able to return to repay the arrears to bring the account up to date and then return to making his contractual monthly repayments. Whilst Barclaycard previously removed a default, it wasn't in Mr N's interest to delay what appeared to be an inevitable situation because Mr N wasn't likely to resume the contractual minimum repayments.*

*So, I think Barclaycard should have defaulted this account by 30 August 2019. It's clear this matter has caused Mr N disappointment as well as the inconvenience of having to spend time dealing with this matter. To recognise this, I think Barclaycard should pay him a total £250 compensation. If £75 has already been paid, Barclaycard should let me know in its*

*response to this provisional decision and only a further £175 will be payable.*

### **Putting things right**

Barclaycard should:

- *Amend the information recorded on Mr N's credit file to show the account defaulted on 30 August 2019.*
- *Refund any interest or charges applied to the account since then – this can be refunded to the outstanding balance owed to it.*
- *Pay Mr N a total of £250 compensation.”*

Barclaycard accepted my provisional decision. Mr N had a number of comments, and reiterated he'd previously been given a lot of conflicting information by Barclaycard. He said he hadn't received Barclaycard's £75 compensation.

### **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've not been provided with any new information in response to this provisional decision. So, I'm not persuaded to depart from my provisional decision set out above. So, Barclaycard should do the following:

### **Putting things right**

Barclaycard should:

- Amend the information recorded on Mr N's credit file to show the account defaulted on 30 August 2019.
- Refund any interest or charges applied to the account since then – this can be refunded to the outstanding balance owed to it.
- Pay Mr N a total of £250 compensation.

### **My final decision**

I uphold this complaint and require Barclays Bank UK PLC trading as Barclaycard should do what I have set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 29 December 2025.

Victoria Blackwood  
**Ombudsman**