

The complaint

Mr H complains about the lack of support and treatment he received from Barclays Bank UK PLC trading as Barclaycard (Barclays) in relation to the persistent debt he experienced on the credit card accounts he held with them.

What happened

In April 2023, Mr H complained to Barclays about the lack of support he received from them in relation to the outstanding balance on his credit card accounts. In summary, Mr H raised the following points:

- Barclays incorrectly identified his persistent debt as starting in 2017, when he believes it started in 2010.
- Barclays refused to supply statement information as requested since 2010.
- Barclays didn't provide any forbearance.
- Barclays ignored persistent debt guidelines.
- Barclays charged him a disproportionate amount of interest in relation to the debt he owed them.
- Barclays handled the complaint against them poorly.

Mr H provided information which advised that in 2011 he had a total outstanding account balance of £18,128; however, after having paid £50,000, Mr H said his indebtedness increased by around £2,500.

In support of his complaint, Mr H provided a timeline of events which showed that in September 2018 Barclays advised him that both of his accounts with them were in persistent debt from early 2017.

Mr H confirmed that between June 2019 and January 2020 he received five personalised payment proposals to get both accounts back on track, although he considered the repayment amounts unreasonable. Mr H said he sought advice from external organisations to help with his financial situation.

Mr H said his income reduced significantly in February 2020 due to a change in employment. He said that although Barclays messaged him in February 2020 to address his persistent debt over the past three years, it wasn't until October 2021 that they offered forbearance, with a four-year repayment plan, and another more 'realistic' plan in January 2022.

In May 2023, Barclays issued their response to the complaint, which they didn't uphold. In summary, it confirmed that in April 2023 Mr H complained to them about being in persistent debt with two Barclays accounts and that he was unhappy with the communications he'd received from them. The response said there was a team available to provide support for him, they were unable to stop the interest on his accounts, and he could request his bank statements through a subject access request.

In October 2023 and again in March 2024, Barclays issued Mr H the annual statements for his credit cards.

Barclays issued a further response to Mr H's complaint in August 2024. It said he hadn't set up a repayment plan, his account remained in the same position, and his account was suspended due to the issue of persistent debt.

Unhappy with their response, Mr H brought his complaint to our service, where it was passed to one of our Investigators to look into.

After initially saying that Mr H had brought his complaint to our service too late, Barclays consented to our service looking into it.

In October 2025, our Investigator issued their view and recommended that Mr H's complaint should not be upheld. In summary, the Investigator concluded that Barclays had acted fairly in how they communicated with Mr H and with the support they provided to him.

Mr H didn't accept the Investigator's view and provided a lengthy submission in response. I've read all of what he has said; however, I've summarised what I consider to be the main points raised:

- He wasn't offered a paydown plan until October 2021.
- Barclays failed to follow the appropriate guidelines for customers who are in persistent debt, and they failed to provide the forbearance he needed.
- Barclays may have issued correspondence about a repayment plan in September 2018 but didn't offer a personalised proposal until June 2019.
- His persistent debt lasted around 15 years, and despite making repayments he's only repaid a small amount of the principal debt.

The Investigator issued a further response advising that his view remained unchanged, so Mr H asked that his complaint be referred to an ombudsman for 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.

In doing so, I've reviewed all the information afresh, alongside the relevant law and regulations, regulators' rules, guidance and standards, codes of practice, and—where appropriate—what I consider to have been good industry practice at the relevant time.

I'm aware that I've summarised this complaint in far less detail than the parties, and I've done so using my own words. I'm not going to respond to every point raised by each party. No discourtesy is intended by this. Instead, I've focused on what I consider to be the key issues.

Our rules allow me to do this. This reflects the informal nature of our service as a free alternative to the courts. If something hasn't been mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual argument to reach what I believe is the right outcome.

Mr H said he's been in persistent debt since 2010 and hadn't received the support he should have from Barclays.

The Consumer Credit Sourcebook (CONC), which is part of the Financial Conduct Authority (FCA) Handbook, is relevant here. It sets out rules for credit card providers when a customer

has paid more in interest, fees, and charges than towards the principal amount (“amount of credit drawn”) over the previous 18 months.

Under CONC, Barclays were required to check monthly whether this condition applied and, if so, explain to Mr H in clear language how increasing payments would reduce costs and repayment time. They also needed to discuss affordability, warn of the consequences of continued persistent debt, and provide details of free debt advice services.

These rules came into force in March 2018, and firms had until September 2018 to implement the changes.

In September 2018, Barclays issued correspondence advising Mr H that his account was in persistent debt. Their system notes show a record of this, and Mr H also acknowledged receiving this information in his later correspondence. Barclays provided us with a copy of the letter, which confirmed he had been paying more in interest, fees and charges over the previous 18 months than towards the principal, and it also offered advice and support.

I acknowledge that Mr H believes his persistent debt dates back to 2010 and that Barclays should have acted sooner. However, taking into account the FCA rules, I’m satisfied Barclays acted fairly by issuing the correspondence when they did, as the specific rules did not exist prior to that time.

In addition to the rules about persistent debt, CONC also requires businesses to treat customers in default or in arrears with forbearance and due consideration. CONC 7.3.5 gives examples such as suspending, reducing or waiving interest or charges, allowing payment deferrals, or accepting token payments.

In his submission, Mr H provided evidence of his communications with Barclays from June 2019 onwards. I can see that Barclays contacted him on several occasions about a payment plan, including in September 2018, with the intention of reducing the interest rate and amounts he was paying. They also applied a payment holiday.

I acknowledge that Mr H felt many of the repayment plans offered were unaffordable. However, the correspondence shows that discussions about repayment plans continued, and the proposed repayments were reduced over time. Mr H also acknowledged that Barclays eventually offered repayment plans he considered “realistic”. I’ve seen no evidence that Barclays refused to engage with or support him, for example by asking him to make contact so a plan could be put in place. Based on the FCA rules, I’m satisfied that they did offer forbearance.

I recognise Mr H feels strongly about the amount of interest he has paid over the years and the responsibilities Barclays have regarding persistent debt. However, for the reasons explained in my decision, I can’t see that Barclays acted unfairly or failed to meet their responsibilities under the FCA rules.

Mr H also raised concerns about how Barclays handled his complaint. Complaint handling isn’t a regulated activity in its own right, nor is it one of the specified non-regulated activities I’m able to consider under our compulsory jurisdiction (DISP Rule 2.3.1R). So I’m unable to look into those specific concerns. My focus in this decision is the underlying financial service being complained about, which is the administration of the credit agreement.

As I’ve concluded that Barclays acted fairly in the circumstances, I don’t require them to take any further action regarding this complaint.

My final decision

My final decision is that I don't uphold Mr H's complaint about Barclays Bank UK PLC trading as Barclaycard.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 13 February 2026.

Benjamin John
Ombudsman