

complaint

Miss J complains that Barclays Bank PLC gave her incorrect information. She says as a result her debt should be written off, particularly as she is in financial difficulties.

our initial conclusions

The adjudicator recommended that the complaint should be partly upheld. She said that although Barclays had given Miss J misleading information she did not consider that it would be fair or reasonable for the debt to be written off as Miss J had had the benefit of the money. She was satisfied that its offer of £50 compensation was fair in the circumstances.

Miss J disagreed and said that because she was misinformed she had spent the money she had saved to clear the debt, and was now in a worse predicament financially and could go to prison.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Miss J and Barclays have provided.

Barclays accepts that it gave Miss J misleading information about her debt. It told her she no longer owed it any money which was correct, but only because it had sold her debt to a third party. It has offered to pay her £50 in recognition of the distress and inconvenience caused by this, which I consider to be fair and reasonable in the circumstances. I agree with the adjudicator that it would not be fair or reasonable for the debt to be written off, she did have the benefit of the money, and believed there was a debt to pay when she approached Barclays.

Miss J said that she was experiencing financial difficulties and could go to prison because of her financial predicament, but it is not clear why she believes this. She may wish to contact the third party who bought the debt from Barclays to discuss her current financial position.

My final decision is that I uphold this complaint in part. In full and final settlement of it, I order Barclays Bank PLC to pay Miss J £50 compensation for her distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I am required to ask Miss J either to accept or reject my decision before 5 July 2013.

Kim Parsons

ombudsman at the Financial Ombudsman Service

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

ombudsman notes

what is a final decision?

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

what happens next?

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.