

complaint

Mr C complains that Barclays Bank PLC, trading as Barclaycard, is pursuing him for repayment of an outstanding debt which he disputes.

background

Mr C says Barclaycard cannot provide a copy of a credit card agreement, meaning the debt is unenforceable. He wants the bank to remove the account from his credit file and stop contacting him for payment.

The adjudicator did not recommend that the complaint should be upheld. He concluded that the debt arose from an old Egg account which was migrated to Barclaycard and that regular payments had been made prior to migration. He did not consider Barclaycard had done anything wrong in seeking repayment of the debt.

Mr C responded to say, in summary, that the debt is unenforceable and the bank and its agents should stop demanding payment.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

I have noted Mr C's strength of feeling and comments about the enforceability of the credit agreement, but I have no power to declare a credit agreement unenforceable; only a court can make that determination.

The bank has a copy of Mr C's application for the credit card and I consider this is enough evidence to show that he took out the credit card and had the benefit of the money borrowed using that card. I am satisfied that Barclaycard is entitled to seek to recover the debt. Overall, I do not consider it is fair or reasonable to expect the bank to write off the debt or to remove it from Mr C's credit file.

But, a court may take a different view of the situation and, if he does not accept my decision, Mr C will be free to pursue his arguments in any court proceedings that may arise, if he so wishes.

my final decision

My final decision is that I do not uphold this complaint.

Elizabeth Dawes
ombudsman