

complaint

Ms F complains that Barclays Bank Plc did not treat her fairly when she was in financial difficulties. She says it should have written off her debt. Ms F asks for compensation and that the repayments she has made are refunded.

background

Ms F had financial difficulties from late 2005. She says she was vulnerable due to being put onto a zero hours contract. She says she had three accounts with Barclays, who should have written off her debt.

Ms F also complained about the mis-selling of payment protection insurance, which is dealt with as a separate complaint.

The adjudicator did not recommend that the complaint should be upheld. She said:

- Barclays had no records of the first account Ms F referred to. Ms F was unable to provide further information to assist in identifying the account.
- While the second account referred to by Ms F was part of a portfolio transferred to Barclays in 2007, it sold it on within a month. So it was not reasonable to expect Barclays to have looked at Ms F's personal circumstances. Ms F should raise any concerns about the account with the owner of the debt.
- Barclays had accepted token payments in respect of the third account, which had been transferred to Barclays in 2007. It also suspended interest and charges. The adjudicator said a change in Ms F's circumstances did not mean Barclays was obliged to write off the debt. She said Barclays did not act unreasonably in pursuing her for the debt or transferring the account to its collection team.
- As Barclays had sold the third account in 2008, Ms F should raise her concerns about a default on her files with the credit reference agencies with the owner of the debt.

Ms F did not agree. She says she is vulnerable due to zero hours contracts and the reduction in the state pension and so Barclays owes her a duty of care. She says Barclays is required by law to write off her debt.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

Barclays has to respond positively and sympathetically when told a customer is in financial difficulties. But this does not mean it must write off the debt. I am satisfied Barclays suspended interest and charges and accepted token payments while it was responsible for Ms F's accounts. I am not persuaded, from the available evidence that Barclays treated Ms F unfairly.

Barclays transferred Ms F's accounts to other providers some years ago. So Barclays would not be able to write off the debts, even if I considered it fair to ask it to do so. I am not persuaded it would be fair and reasonable to require Barclays to refund any payments it received from Ms F towards reducing the debts.

my final decision

My decision is that I do not uphold this complaint.

Ruth Stevenson
ombudsman