

summary of complaint

Mr B complains that Barclays Bank Plc ("Barclays") registered a default on his credit file when it ought not to have done so. He says because of the registration he had to pay more for his new credit than he ought to have done. He complains the bank took too long to deal with his Subject Access Request ("SAR request"). He complains that whilst we have been considering the complaint he began to experience financial difficulties. To resolve his complaint he wants Barclays to pay him approximately £27,600.

our initial conclusions

Our adjudicator did not recommend that the complaint should be upheld. He considered that Barclays was entitled to register the default. Therefore even if the registration meant that Mr B had to pay more than he would otherwise have done for credit he was satisfied Barclays did not have to compensate him for this.

Our adjudicator agreed that Barclays had taken too long to deal with Mr B's SARs request. But he considered that the £50 that Barclays had paid to compensate him for this was fair.

Mr B did not accept this recommendation. He said, in summary, the bank had no legal right to register the default because it never sent him the notice of termination. He considered he should be compensated for the higher interest rates he had to pay for his credit as he had been told by lenders that the default was the only issue that was impacting on his credit rating.

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 necessary and/or appropriate, I reach my decision on the balance of probabilities - in other words, what I consider is most likely to have happened in the light of the evidence that is available and the wider surrounding circumstances.

registration of the default

Mr B tells us that Barclays should not have registered the default because it never sent him the notice of termination. He tells us he told Barclays when he moved. He said that if he had received the notice he would have paid the debt at that point.

Barclays says that there is some doubt about whether Mr B's address was amended as it should have been. So it removed the default registration on a goodwill basis.

Barclays' records show that Mr B had not made payments to his account for at least nine months before it issued its notice of termination. It says that this was a breach of the terms and conditions of the account. Having reviewed them I am satisfied this was so. Mr B has told us he knew he owed the debt. He has not told us that he made the payments as he should have done under the relevant terms and conditions.

But I also can see that Barclays sent its notice of termination to the wrong address. Mr B tells us that he sent a letter to Barclays when he moved. He says Barclays sent correspondence to his new address after he sent it his letter. Given this and given Barclays

accepts there is some doubt about if it received this letter or not. On balance I consider that Barclays did not send the notice to the right address.

Mr B says he would have paid off the debt if he had received the notice. Although he also tells us Barclays were asking for an inflated amount and he did not owe this. But on balance I consider he could have paid off the debt and avoided the registration of the default if he had received the notice.

That said, Barclays has already removed the default registration. I consider on balance it would not be fair and reasonable to ask it to do any more in the circumstances. It follows I do not uphold this part of his complaint

other credit

Mr B says he had to pay too much for credit because Barclays registered the default. Lenders base their decisions on a number of factors. No one reason is likely to be the sole determinant of the rate of interest that is offered to a particular customer. The information I have seen does not lead me to conclude that on balance Mr B had to pay more for his credit than he would have solely because of the registration of the default.

For these reasons I do not uphold this aspect of his complaint.

SAR

There is no dispute that Mr B had to wait far too long for Barclays to deal with his SAR. The information I have seen shows he had to make at least two requests and there appears to be no valid reason why Barclays took so long. But it did eventually comply with the request, provide an explanation for its actions and apologise. So in these circumstances I consider that the £50 it has offered is fair compensation for the distress and inconvenience its actions caused Mr B to experience.

financial difficulties

Mr B tells us that in the course of our investigation of his complaint that he began to experience financial difficulties. Banks are under an obligation to behave in a positive and sympathetic manner when they are told this or ought reasonably to be aware of this. From the information I have seen is not clear whether Mr B ever told Barclays this was the case. But the bank's records show that it agreed to accept a settlement from Mr B which was substantially less than the amount he owed. In the circumstances I cannot reasonably say that it did not act positively and sympathetically.

Mr B has indicated that unless he gets a satisfactory outcome to his complaint he will take this matter to court. Mr B does not have to accept my decision. If he does not then he may take alternative action – including going to court – if this is an option that is available to him and he wishes to pursue it.

my final decision

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

Joyce Gordon
ombudsman