

complaint

Mr H complains that, after he received a final decision in his favour about Barclays Bank PLC pursuing him for a debt he did not owe, he continued to receive letters in relation to the debt.

our initial conclusions

The adjudicator said that whilst she appreciated that this matter must have been extremely distressing for Mr H, the bank's offer of £100 was fair and reasonable. She also said that the bank had written off the debt it wrongly attributed to Mr H to ensure that he received no further correspondence about this matter. Mr H did not agree with the adjudicator's view. He said that the level of compensation should be increased.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Mr H and Barclays have provided. It is not in dispute that the bank made an error in continuing to pursue Mr H for a debt which he did not owe, even after a final decision in Mr H's favour in relation to the initial complaint and its assurances that this matter had been dealt with. I do appreciate how frustrating this matter was for Mr H, given the background to the matter.

The remaining issue is the appropriate level of compensation. Under our rules, I am required to determine cases by reference to what I consider to be fair and reasonable in the individual circumstances of each complaint I determine. We can award compensation for loss, distress and inconvenience – to aim to put the complainant back in the position he would otherwise have been in but for anything the bank did wrong. We cannot award compensation in order to punish the bank.

I have considered this matter carefully and I agree with the adjudicator that the offer by the bank is fair and reasonable. In reaching that view I have taken into account the nature, extent and duration of the distress and inconvenience. In addition, the bank has offered to write to Mr H to confirm that the debt has been written off so as to ensure he will receive no further correspondence about this matter.

My decision is as set out more fully overleaf.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr H either to accept or reject my decision before 10 December 2013.

Louise Povey

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

My decision is that Barclays Bank PLC should:

1. Pay Mr H £100 in relation to distress and inconvenience.
2. Write to Mr H to confirm that the debt has been written off in order to ensure that he receives no further correspondence about this matter.

The bank has also agreed to write to the owner of the debt to inform him that the debt has been written off. As the owner of the debt is not a party to this complaint, I cannot include that in my order but note that the bank has indicated that it will take that action.

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.