

## **complaint**

Mr E complains about the conduct of Barclays Bank Plc in relation to a debt it acquired and then sold. He says he did not know that he ever owed anything to the bank.

## **background**

Barclays bought Mr E's credit card debt from another company in 2008. Mr E raises complaints about this, and about the initial conduct of Barclays.

From the time that Barclays took over the account, it had an old address for Mr E on file. It sent all correspondence to that old address. So Mr E says that he did not know it had bought the debt.

Mr E continued to make his payments against the credit card by direct debit. In 2011, Barclays obtained his correct address and started writing to him there. It telephoned him to discuss what had happened.

Shortly after the correct address was obtained, payments to the account stopped. Toward the end of 2011, Barclays transferred the debt to another company.

In 2016, following correspondence with Mr E, Barclays took the view that the debt was not legally enforceable. When it did so, it informed the company to which it had sold the debt.

The investigator thought that Barclays had not done enough to let Mr E know that the account had been transferred to it. They thought that the bank ought to pay him £150 to reflect the distress and inconvenience caused.

Mr E did not agree and so this has come to me for a decision.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

This specific complaint relates to the communications from Barclays in relation to this account, and then to the transfer to another company. Any other issues, while providing important context, are not directly considered here as they have been raised in other complaints with this service.

Given that the address it was using was an old address of Mr E, and that it had been his address for some of the period during which the previous company had held his account, I think it is more likely than not that Barclays was using the contact information that it had been given when it bought the debt.

Once it had the correct address, it wrote to him there. And it telephoned him to discuss it. I think that this was the reasonable step to take.

Barclays was entitled to sell the debt as it did. Once it took the view that the debt was unenforceable, it was right that it inform the company to which it had sold it. It did this.

I am sure that there have been some mistakes over the lifetime of Mr E's credit card account. But I cannot say that Barclays has got anything wrong that I can require it to put right in relation to this complaint.

I have asked for confirmation from Barclays whether it agrees to pay £150 to Mr E in any event. It has confirmed that it is willing to do so as a gesture of goodwill.

Mr E might want to consider accepting that offer.

**my final decision**

For the reasons given above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 6 November 2017.

Marc Kelly  
**ombudsman**