

complaint

Mrs G complains that Barclays Bank PLC told her that all her accounts with it were closed, but she later discovered that Barclays had registered adverse credit information about her in relation to a debt that she had been unaware of.

background

Mrs G says that she went into the Barclays branch in December 2008 or January 2009 to close her accounts, and was told that all accounts that she held were now closed. She says that, as she heard nothing further from Barclays, she assumed that all was well. She had also made a claim in respect of bank account charges, which she felt had caused her financial difficulty, and later received a cheque from Barclays for a refund of charges.

In 2012 Mrs G discovered that Barclays still had a debt registered against her name with credit reference agencies, which she says has stopped her from obtaining credit. Mrs G considers that Barclays was not entitled to register this debt, having told her that her accounts were all closed, and that it was reasonable for her to assume that any debt at the time would have been taken from her refund cheque before it was sent to her. She does not recall receiving the statements that Barclays says it sent to her as she had moved address shortly afterwards.

An adjudicator investigated the complaint. She obtained Barclays' internal computer notes, which showed that Mrs G had gone into the branch to close her accounts in September 2008. However, those notes did not support Mrs G's account of what she had been told at the time. Rather, the notes from 2008 recorded that Mrs G had been told that her accounts could not be closed, because of the outstanding balance. The adjudicator was satisfied that Barclays had continued to send Mrs G monthly statements showing the debt and had also sent a termination notice in respect of the debt in November 2008, to her address at the time.

Overall, the adjudicator was not persuaded that Barclays had misled Mrs G about her accounts and was satisfied, on balance, that it had sent correspondence about the debt. She considered that the credit information recorded by Barclays was accurate and so did not recommend that the complaint should succeed.

Mrs G did not agree with the adjudicator's conclusions. She wrote with further representations, which I summarise:

- If Barclays says it sent her information about the debt when it issued the refund cheque, it should be able to provide a copy of the letter.
- She disputes that she owes any money to Barclays – if she owed money, why did Barclays send her a refund cheque?
- Barclays has not provided proof of postage for the letters it says it sent to her.
- CCTV footage from the branch in question will show that nobody told her that she had an overdraft debt when she went there in 2008.

- She recalls that the account in question was a limited company business account, and the company was legally dissolved years ago – so she should not have been liable in any event.

my findings

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

First, I am satisfied that the account on which Barclays says the debt exists is a personal account in Mrs G' name – not a business account held in the name of a limited company. Looking at Barclays' records for 2 September 2008, I see that Mrs G's request to close her accounts is noted. The records say that Mrs G was told that she could close one of the accounts, which was in credit by 14 pence, but could not close the other as it was overdrawn by £664.12 at that time.

I have checked Mrs G's account statements for that date, and note that the overdrawn figure quoted in the record is correct – and that the 14 pence from the closed account was credited to the remaining, overdrawn, account on 2 September. I consider that the record is a reliable account of what Mrs G was told about her accounts at that time. Even if CCTV footage from 2008 still existed from the branch, I am not persuaded that it would demonstrate what was said.

After that, a credit of £600 was received into the account and further drawings made from it, leaving the final overdrawn balance of £426.88 from December 2008. Barclays has provided as much evidence as it has been able to collect from that time. It cannot provide proof of postage for statements or for the termination notice that it says was sent, but I would not expect it to be able to do so. Given that Barclays later issued a cheque to Mrs G for a refund of bank charges at the same address, which she received, I find it more likely than not that she also received the statements and termination notice.

In all the circumstances, I am satisfied that there was a debt remaining on the account from 2008 and that Barclays was entitled to record the credit reference information that it did.

my final decision

Given my findings, my final decision is that I do not uphold this complaint.

Jane Hingston
ombudsman