

## **Complaint**

Mr and Mrs M has complained that Barclays Bank UK PLC ("Barclays") unfairly continued to apply interest, fees and charges to their overdraft when they were experiencing financial difficulty.

## **Background**

Since the complaint has been with us, Mr and Mrs M have also complained about a Premier charge card. But we've explained that that matter is being looked at separately and I won't be considering it as part of this decision.

After the complaint was referred to us Barclays agreed to refund all the overdraft fees and associated charges it added to Mr and Mrs M's account from January 2013 onwards.

One of our investigators looked at matters and thought that what Barclays had agreed to do to put things right for Mr and Mrs M was fair and reasonable in all the circumstances of their complaint. Mr and Mrs M disagreed with our investigator and asked for an ombudsman's 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.

Having carefully considered everything, I think that what Barclays has already agreed to do to put things right for Mr and Mrs M is fair and reasonable in all the circumstances of their complaint. I'll explain why I think this is the case.

Barclays agrees that it should have taken corrective action and prevented Mr and Mrs M from using their overdraft in the same way when its credit card department was first notified of Mr M's medical condition and it ought to have passed this on in January 2013. On the other hand, Mr and Mrs M say that Barclays ought to have known about Mr M's medical condition as far back in 2010 and should have responded at that point.

I don't know exactly what, if any, contact Mr and Mrs M had with Barclays in 2010. But I've had a look at the record of the contact Mr and Mrs M has had with Barclays over the years. I can see some indication of Mr M getting in touch with Barclays to express his concerns at not having had access to the relationship manager he was promised. Mr and Mrs M also got in contact with Barclays in 2009 and 2019 to express their dissatisfaction and concern at their Premier account and the lack of a relationship manager.

But there isn't anything in all of the correspondence provided to suggest Mr M notified Barclays of his medical condition or even that Mr and Mrs M's overdraft was discussed prior to January 2013. I accept that it's possible the information I've been provided with won't necessarily reflect every communication Mr and Mrs M had with Barclays. However, without anything else from Mr and Mrs M to support them having notified Barclays of Mr M's medical condition prior to January 2013, there's simply not enough here for me to make a finding that Barclays should also refund any interest, fees and charges added to the overdraft prior to this date.

I've also thought about all the evidence of other debts Mr and Mrs M have provided us. And it does look like Mr and Mrs M were in arrears on accounts with other creditors in 2011 and 2012. But while I do sympathise with what must have been a difficult time for Mr and Mrs M, the question here for me to determine is whether Barclays was aware of this. I've not seen anything here for me to be able to say that Barclays was made aware of these arrears and difficulties. And I've not seen anything which persuades me that it ought reasonably to have been aware of them in the absence of being told about this either.

Bearing in mind all of this, I'm satisfied that what Barclays has already agreed to do to put things right for Mr and Mrs M is fair and reasonable in all the circumstances of their case and I'm not requiring it to do anything more. As this is the case, I leave it up to Mr and Mrs M to decide whether they wish to accept Barclays's offer.

### **My final decision**

For the reasons I've explained, I'm satisfied that what Barclays Bank UK PLC has already agreed to do to put things right for Mr and Mrs M is fair and reasonable in the circumstances of their complaint. So I'm not requiring it to do anything more.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs M to accept or reject my decision before 10 October 2021.

Jeshen Narayanan  
**Ombudsman**