

complaint

Mr M complains that Barclays Bank Plc telephoned him in October 2014 chasing loan debts he does not believe he owes. And when Mr M attempted to call back it would not speak with him as he failed the security checks. He wants the debt written off and compensation for poor service.

background

Mr M received a call from Barclays on 23 October 2014, chasing payment of outstanding debts. Mr M agreed to telephone Barclays back. Despite many attempts to do so, he was unable to as he has failed the security checks. Mr M does not believe he owes any money nor that Barclays should hold him liable for any debts. He has concerns as the date of birth (DOB) Barclays holds on its records for him was changed and is incorrect, and wants this aspect to be investigated.

Mr M complained to Barclays and a final response letter was sent to him on 19 January 2015. It indicated that Barclays had no record of Mr M instructing it to close the accounts. But Barclays agreed that it had not told him about the financial situation on his accounts as soon as it could have done. It arranged for a substantial amount of the charges on both his personal and business accounts from 1 January 2012 to be waived (£6,383.63 on his business account and £3,267.33 on his personal account). Barclays says that his remaining debt is £4,415.63 on the business account and £1,754.55 on the personal account and wants repayment proposals. It also arranged to send Mr M a cheque for £100.00 as compensation for its poor service due to the time taken to respond to his complaint.

Mr M was still very unhappy and did not agree with Barclays' final response letter. In particular, he says that that Barclays did not address his complaint about the changing of the DOB on his accounts. He says that he requested the accounts to be closed, and at that time there were nil balances on both. He believes that the debt that has accrued on both the accounts may be linked to the change of his DOB and passwords on the accounts, and that Barclays should not hold him liable for the debts.

Our adjudicator asked Barclays to let him have all the information it holds in connection with the change of the DOB on its system. From this there is evidence that this change took place on 10 December 2012 and the DOB it had recorded prior to this change was the correct one. But Barclays no longer holds any records relating to how or why this change took place or who processed it.

Our adjudicator found that there was no evidence to suggest that the change in DOB was as a result of any fraudulent activity either on the part of Barclays or a third party. He was also satisfied that the change of personal information on the accounts had no relevance to the outstanding debt, as it occurred after the debts had arisen. He was satisfied that the debts were as a result of existing standing orders orders/debit debits previously set up by Mr M on the accounts. Furthermore as Mr M had been sent monthly account statements to the address Barclays held for him, that Mr M should have been aware of the position.

Consequently our adjudicator was unable to recommend that Barclays should not hold Mr M liable for the outstanding debts. He found that the adjustments Barclays had made to both the accounts were fair and reasonable, as was the payment of £100.00 to Mr M for the delay in responding to his complaint.

my findings

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

Mr M has been suspicious since he was called by Barclays in October 2014 in relation to outstanding debts. He has wanted Barclays to undertake a fraud investigation. He says this especially as the DOB Barclays holds on its records does not match his own.

Mr M was unable to communicate with Barclays properly at the outset because he did not pass its security checks. Barclays sent him its final response to his complaint in January 2015, some months later.

Clearly Mr M did not instruct Barclays to change the DOB on its systems. But such change does not in my opinion have any relevance to the question of whether or not Barclays is entitled to hold him liable for the remaining debt on the accounts. This is because it is clear from the account information supplied by Barclays that the outstanding balances on both the accounts had already accrued at the time the DOB was incorrectly changed in 2012. Furthermore the balances have not increased since that date (and have reduced due to Barclays waiving charges on both accounts since 1 January 2012).

Also from the account statements, which were sent to Mr M, since October 2008 it is apparent that Mr M continued to use both accounts until November 2010. These also show that the business account overdrawn balance increased as a result of Barclays continuing to pay a number of direct debits set up on the account, and making bank charges as a result of the overdraft facility. Similarly on the personal account. Mr M has clearly had the benefit of the money advanced by Barclays and I do not find that Barclays has acted unreasonably in seeking proposals for repayment of the debts from Mr M. The payment of £100 for poor service is fair and reasonable as are the adjustments to the account charges. I do not consider that anything else is appropriate. I appreciate that Mr M may be disappointed by my decision.

my final decision

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

Under the rules of the Financial Ombudsman Service, I am required to ask Mr M to accept or reject my decision before 5 June 2015.

Janine Allen
ombudsman