

## **complaint**

Mr H has a debt with Barclays Bank Plc that was transferred to it from another business. Mr H feels Barclays has treated him unfairly about his attempts to repay it since his payments towards the debt stopped in 2012.

## **background**

Mr H says that Barclays has treated him unfairly because it didn't do enough considering he was repaying the debt up until the middle of 2012. Mr H doesn't contest the origin or existence of the debt.

Barclays says it would have written to him at the time when the account details changed. It was entitled to sell the debt on to a debt collector. It feels it hasn't done anything wrong.

Mr H complained to Barclays and it said it didn't need to do anything more. Mr H says this isn't enough so he complained here. The adjudicator did not agree with Mr H. As Mr H remains unhappy this complaint has been passed to me.

## **my findings**

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

Barclays and Mr H don't agree to some of the key issues here. So I can only make my decision based on the evidence provided to me by the parties. In short I must decide what is most likely to have happened. Or in other words, what happened on the balance of probabilities.

Having considered all of Mr H's arguments I'm not persuaded that there is persuasive evidence of Barclays having done anything sufficiently wrong to make it fair that I make it take remedial action. I say this for the following reasons:

- Mr H hasn't lost out financially. He has provided his bank statements showing that he had a monthly payment set up to pay off the debt. These recent statements show that the money was returned promptly on each occasion as unpaid. Mr H's bank has also confirmed this is what has happened each month since 2012. It is for Mr H (and all consumers) to monitor their accounts and debts appropriately.
- Barclays has record of it emailing Mr H prior to the payments stopping explaining how things were going to go after it took over the debt. On balance I'm satisfied it was correctly sent. So I don't think it failed here.
- Firms are entitled to sell on debts to debt collectors and I can see that this was in the terms and conditions of the agreement Mr H agreed to in his original agreement with the original business the debt was held with. So I don't think Barclays has treated him unfairly here.
- In relation to this debt I can see Barclays has removed any adverse credit information. It has also told the debt collection company. I've seen Mr H's credit file dated November 2017 and there is no adverse information relating to this debt there. So I don't think Barclays has treated Mr H unfairly here either.
- Barclays has also suspended interest and charges. So I think it has treated Mr H positively and sympathetically. So I don't think it has done anything wrong in relation to that.

- Mr H refers to the Consumer Credit Act in his arguments. But once the previous firm formally defaulted Mr H (before the debt was passed to Barclays) the credit agreement is cancelled. Considering this I don't think Barclays has done anything wrong. It was not under any obligation to regularly keep Mr H informed of the situation of his debt considering Mr H is referring to the period after the agreement was cancelled.

I've considered everything Mr H has said. I'm not persuaded by his arguments. When the debt was taken over by Barclays the credit agreement had already been cancelled and Mr H was in recoveries. And it's clear Mr H didn't monitor his payments towards the debts for many years.

In short I appreciate Mr H is disappointed that he has thought he's been paying off the debt for some time and it transpires that he hasn't. But this isn't Barclays fault.

I'm not persuaded he has been treated unfairly by Barclays in the circumstances. As a consequence I'm not persuaded that Barclays did anything wrong. So, in short, this complaint does not succeed.

#### **my final decision**

For the reasons set out above, I do not uphold this complaint against Barclays Bank Plc. It has nothing more to do with regard to this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr H to accept or reject my decision before 12 August 2018.

Rod Glyn-Thomas  
**ombudsman**