

complaint

Mr G complains that Barclays Bank Plc (“Barclays”) chased him to repay a debt he did not owe, causing him significant distress and inconvenience. Mr G asks that Barclays stops chasing him for the debt, corrects any negative information on his credit reference files and pays compensation for the distress and inconvenience this has caused him.

our initial conclusions

The adjudicator recommended that the complaint should be upheld, saying that Barclays had wrongly transferred the loan into Mr G’s name and address and failed to correct its records when it said it would do so. The adjudicator said that Barclays’ offer of £250 compensation for Mr G’s distress and inconvenience was fair and reasonable in the circumstances. Mr G did not agree, saying that he was still receiving letters chasing the debt and £250 was not enough compensation for the distress and inconvenience caused to him.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Mr G and Barclays have said and provided.

It is not in dispute that Barclays chased Mr G for a debt that he did not owe. I am not persuaded that Barclays responded properly to Mr G when he raised his concerns about being chased for the debt or when it responded to his complaint. I am satisfied from the evidence that Mr G continued to receive letters about the debt after Barclays had confirmed that it had corrected its records.

I appreciate that Mr G was caused considerable distress and inconvenience when he was chased for a debt he did not owe and by Barclays’ failure to respond to his concerns, however, I find that the offer of £250 compensation is fair and reasonable in the circumstances.

My final decision is that I uphold the complaint. In full and final settlement of it, I order Barclays Bank Plc to pay £250 to Mr G and correct any negative information related to the debt on his files with the credit reference agencies.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr G either to accept or reject my decision before 4 June 2013.

Ruth Stevenson

ombudsman at the Financial Ombudsman Service

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

ombudsman notes

If Mr G receives any further letters from Barclays or its agents chasing this debt, he will be entitled to raise this with Barclays and, if necessary, with the Financial Ombudsman Service as a new complaint.

what is a final decision?

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

what happens next?

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.