

## **complaint**

Mr L complains that Barclaycard has not given him an account breakdown showing the balance on his account prior to 2004. He also complains that it passed his debt to a third party debt collection agency without his consent, and that he was asked to pay £10 to obtain copies of his statements.

## **background**

Mr L said that he had a credit limit of £1500 on his Barclaycard and therefore does not accept that his outstanding balance could be around £2,000. He asked Barclaycard to supply copies of his statements to show how the debt arose. Barclaycard told Mr L he would have to pay £10 to obtain the statements, but it did send him a cheque to cover this fee. When Mr L obtained the statements they only went back to 2004 because Barclaycard said it only kept records for six years. It is apparent from these statements that Mr L has not been charged any fees or charges since 2004 – he has been paying under a repayment arrangement during this time.

The adjudicator recommended that the complaint should not be upheld because:

- Barclaycard acted reasonably when it sent him the fee of £10 to help him obtain the statements;
- under its terms and conditions Barclaycard was entitled to pass Mr L's debt to a third party debt collection agency without his consent;
- banks are not required to keep records indefinitely and usually only keep them for around six years. It was not unreasonable therefore that Barclaycard could not provide details of how his debt arose prior to that period, and there was no evidence that Barclaycard had made any error.

Mr L does not accept the adjudicator's recommendation. He expects Barclaycard to be able to show how the debt arose. He also believes that it should not have passed his debt to a third party collection agency.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Having done so, I agree with the conclusions reached by the adjudicator and for much the same reasons.

Mr L has been repaying this debt under a repayment arrangement for more than six years. If he had concerns about the amount of the outstanding balance he might have been expected to query this at the outset, or soon after the arrangement was set up. Banks are not obliged to hold records indefinitely and usually do so for six years. It is not unreasonable that Barclaycard cannot now supply this information. From the records provided it is evident that since 2004 no charges or fees have been levied. Like the adjudicator I cannot see that Barclaycard has done anything wrong here.

Barclaycard's terms and conditions allowed it to pass Mr L's debt to a third party to enforce without his consent. I am satisfied that Barclaycard responded reasonably by covering the £10 fee Mr L would have been charged to obtain past statements.

**my final decision**

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

Kim Parsons  
**ombudsman**