

## **complaint**

Mr W had a Barclays Bank Plc (trading as Barclaycard) credit card. He complains that Barclaycard failed to notify him of an unpaid debt, sold the debt to a debt recovery agency, and recorded adverse information on the file in his name held by credit reference agencies.

## **background**

Mr W made a purchase costing just under £2,000 using his credit card in June 2010. He made no subsequent payments to his card account, to clear the outstanding balance. He moved to his current address in August 2010.

Mr W also had a current account with Barclays. He notified his new address to Barclays, but was unsure whether he also separately notified Barclaycard. Barclaycard said it had no record of being notified.

Barclaycard said:

- It sent statements to Mr W during 2010 and 2011 at the address it held for him in its records.
- It also wrote to him about his unpaid debt at (and sent a default notice to) this address, and tried unsuccessfully to contact him by phone on both the mobile and landline numbers held in its records.
- The debt recovery agency, to which it had sold the debt, also wrote to him at this address.

Barclaycard provided evidence to us in support of these statements.

Mr W said:

- He received no correspondence from either Barclaycard or the debt recovery agency.
- Post sent to his previous address was being forwarded to him.
- Barclaycard should have been aware of his new address, because it had been given to Barclays.
- He only discovered the debt in March 2012, when a mortgage application he made at that time was declined by a building society.
- He repaid the debt straight away, but it then took him three months to find out from Barclaycard how the debt had arisen.

Mr W complained to Barclaycard in June 2012. Barclaycard did not uphold his complaint, saying that:

- Mr W had a responsibility (under the card account terms and conditions) to notify Barclaycard of any change of address.
- Although Mr W did notify Barclays, he also had a responsibility separately to notify Barclaycard.
- Mr W had a responsibility as well to repay all authorised spending, in line with his credit agreement.
- Mr W's account entered formal recovery in February 2011.
- As a responsible lender, Barclaycard is required to provide accurate information to credit reference agencies.
- The information provided fairly reflects the conduct of Mr W's account, and so Barclaycard would not be willing to amend it

Mr W referred his complaint to the Financial Ombudsman Service in September 2012.

Our adjudicator did not think the complaint should be upheld. He was reasonably satisfied that Barclaycard had tried to contact Mr W by letter and by phone, and that these attempts had been unsuccessful because the details held by Barclaycard had not been updated by Mr W. Therefore, he felt unable to ask Barclaycard to take responsibility for the way things had turned out. Mr W disagreed.

### **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Where evidence is incomplete, inconsistent or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider most likely to have happened in light of the available evidence and the wider circumstances.

Mr W said that he moved in July 2008 from the address to which Barclaycard wrote, moving again in August 2010 to the address held by Barclays for him. So, it is clear that records of Mr W's contact details were not all being kept up-to-date. I share our adjudicator's view that responsibility for doing this rested with Mr W.

I also share the view that Mr W had a responsibility to repay all authorised spending, in line with his credit agreement. Therefore, on balance, I find that I have come to the same conclusion as our adjudicator, for much the same reasons.

### **my final decision**

For the reasons explained above, my final decision is that I do not uphold this complaint.

Roy Mawford  
**ombudsman**