

complaint

Mr B complains that Barclays Bank Plc (“Barclays”) holds him liable for a debt that he believed had been discharged from a previous complaint settlement he had made with it, and about the default that Barclays registered in respect of the debt.

our initial conclusions

The adjudicator recommended that this complaint be only partially upheld. She was not persuaded that Barclays had suggested to Mr B that its settlement offer on his previous complaint had included cancelling the remaining debt – which was still properly owed. But the adjudicator was not satisfied that Barclays had provided Mr B with notice of the default registration. Although Mr B would not have been in a position to offer payment of the debt, she accepted that the lack of notice had caused him to be unpleasantly surprised when he became aware of the default. She recommended that Barclays should pay £50 as compensation for that. Mr B did not agree, and felt that Barclays should write off the debt and remove the default from his credit history.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Mr B and Barclays have provided. Like the adjudicator, I am not persuaded that Barclays misled Mr B about the remaining debt and can see no reason why it cannot now ask him to repay it. Given Mr B’s financial position at the time, I am not persuaded that notice of the default would have made any real difference to his credit history, which reflects what happened on the account. Overall, I consider that a payment of £50 represents a fair outcome in the particular circumstances of this case.

My final decision is that I uphold this complaint in part and direct Barclays Bank Plc to pay Mr B £50.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr B either to accept or reject my decision before 1 October 2013.

Jane Hingston

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

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.