

## **complaint**

Ms R is unhappy about how Barclays Bank Plc dealt with the debt on her credit card account.

## **background**

Ms R contacted Barclays asking questions about her debt management arrangements. Barclays had decided to sell on Ms R's debt to another business. Ms R said she wanted to know why and for how much. Ms R thought it would've been a better idea to negotiate and try to get the debt cleared up faster. Ms R brought her complaint to this service.

Our investigator didn't uphold the complaint. He said Barclays had carried out income and expenditure checks with Ms R to see how much she could afford to repay, and confirmed that it might sell on Ms R's debt. Our investigator said this was a commercial decision and Barclays hadn't done anything wrong. Ms R didn't accept this and asked for her complaint to be passed to an ombudsman for a final decision.

## **my findings**

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

I think the most important evidence in this case is the call recording between Ms R and Barclays. It's clear from the call that Ms R is very upset with the whole situation. It's also clear that Ms R feels Barclays has treated her differently to some other businesses that she owes money to. Originally Ms R made arrangements to pay Barclays £10 a month. But Barclays confirmed during the call that this was only a token payment and not an actual repayment plan. During the call Ms R disputes this and the parties discuss the contents of a letter dated 9 September. I've reviewed this letter. It said:

*"If you are able to increase your payments, please get in touch with us as we may be able to set up a formal repayment arrangement."*

Later on within the same letter it continued:

*"Unless we can agree a formal repayment plan."*

This was further explained during the telephone call. I note that Ms R said it wasn't mentioned in the letter but based on the details above I think it was. The letter went on to talk about what would happen if Ms R was able to deal with all the missed payments and any potential default.

So I'm satisfied that within the call Ms R agreed to pay Barclays £1 a month instead of £10 a month. Barclays has confirmed that this was a new token payment – not a formal repayment plan.

I can see that throughout the correspondence Barclays had confirmed that Ms R's account would be passed to the recoveries department and it might be sold on. I think Barclays did also mention this during the telephone call.

I've looked at the letters sent by Barclays surrounding the sale of Ms R's account and I think they're clear. The details from the phone call are also clear and were explained to Ms R. Barclays is entitled to make commercial decisions about the debts owed to it. So I'm satisfied it was entitled to sell Ms R's debt on to a third party.

**my final decision**

I don't uphold this complaint.

I make no award against Barclays Bank Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms R to accept or reject my decision before 14 August 2017.

John Quinlan  
**ombudsman**