

complaint

Miss C complains Barclays Bank Plc (trading as Barclaycard) sold her debt to another company. She doesn't think it has behaved fairly towards her. She is also unhappy about how a call handler spoke to her during her complaint.

background

Miss C defaulted on her credit card account in 2010 and had an outstanding balance from this. Barclays sold the debt to another company in 2017. Miss C didn't think this was reasonable. She said Barclays hadn't made adequate attempts to contact her over the previous six years.

Barclays said it wasn't obliged to keep contacting a customer once an account was defaulted; it said it was ultimately the customer's responsibility to ensure that the balance is repaid.

Miss C complained to Barclays and later to the Financial Ombudsman Service. Our investigator looked at her complaint and didn't think Barclays had acted unfairly in selling on the debt. Miss C disagreed, so her complaint has come to me 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. Having done so, I don't think Barclays has acted unfairly. This means I won't be asking it to take any action. I know Miss C will be disappointed by this so I'd like to explain why.

Miss C says she believed her debt had been written off, as Barclays hadn't tried to recover it from her. I've noted Miss C last made payments towards the debt in 2012. Barclays then reduced the debt further by paying an amount as part of a settlement for another matter in 2013. I've thought about what Miss C has said but I have no reason to conclude this was a belief she could have reasonably held – at best, I think it was reasonable for her to think Barclays wasn't currently pursuing her but that isn't the same as the debt being written off.

I don't think Barclays did anything wrong in selling the debt. There's a provision within Miss C's agreement with Barclays for it to take these steps. The account terms say *"We may transfer to any other person any or all of our rights and duties under this agreement at any time... We may do this without telling you"*. On this point, I can see that Barclays wrote to Miss C twice in 2017, once to say they were about to transfer the debt and secondly to confirm that it had happened. So I'm satisfied it communicated clearly with Miss C both before and after the debt being transferred.

Miss C also complained about the service she received in regard to the handling of this matter. Barclays acknowledge that it gave Miss C incorrect information during one of her phone calls. To apologise for this it sent her £25 to compensate for any inconvenience it caused. From what I've seen I think that is fair and reasonable in the circumstances.

my final decision

For the reasons outlined above, my final decision is that I don't uphold this complaint.

Noting that Barclays Bank PLC has offered Miss C £25 to apologise for giving her incorrect information, I'll leave up to her to decide if she wishes to accept it.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 18 December 2017

Richard Annandale
ombudsman