

## **complaint**

Mr T complains that Barclays Bank PLC (trading as Barclaycard) is chasing him for the repayment of a debt that he believes it had agreed would be written off after five years. He also says the debt should be statute barred.

## **background**

Mr T's debt with Barclaycard reached formal recovery stages in June 2005. Barclaycard instructed a third party to act on its behalf to recover the outstanding debt. Mr T made payments towards the debt via the third party until August 2009. The account was then referred on to another third party. Mr T did not make any further payments via the new third party, but did contact it to request information from Barclaycard, which was sent in February 2010.

Mr T says that in 2004 he signed up with a debt management company. He says the debt management company reached an agreement with all his creditors that after five years of payments any remaining outstanding balances would be written off. Mr T also said that he has taken legal advice and has been told the debt with Barclaycard is statute barred.

Barclaycard did not agree that the debt was statute barred as it had received payments and been in contact with Mr T during the last six years. Nor did it agree that it had offered to write off the debt after five years.

Mr T did not accept Barclaycard's position and brought a complaint to this service.

Our adjudicator did not recommend that Mr T's complaint should be upheld. She said that she had not been provided with anything to show that Barclaycard had agreed to write off the outstanding debt after five years. She also said that as there was still a debt outstanding she was satisfied that Barclaycard was entitled to pursue repayment.

The adjudicator also explained that if Mr T wished to raise a time barred defence he would need to pursue this matter in the courts as this service determines complaints based on what we consider is fair and reasonable.

Mr T did not accept our adjudicator's view and said that the debt management company he had used had made '*false statements*' and led him to believe that any money still outstanding would be written off after five years.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

I appreciate that Mr T finds this matter distressing and I have very carefully considered all that he has said. It appears that he may have misunderstood, or been misled by the debt management company he used. He says it told him that the remaining outstanding balance would be written off at the end of the five year debt management agreement. If this is the case I would suggest that Mr T contacts the debt management company directly to raise his concerns – particularly as, from Mr T's comments, it appears he was led to understand that such an agreement had been reached with other creditors as well.

With regard to Mr T's complaint against Barclaycard, I have not been provided with anything to show that either Mr T, or the debt management company acting on his behalf, reached an agreement with Barclaycard to write off the debt after five years. In view of this I cannot reasonably say that it is not legitimately entitled to pursue the repayment of the outstanding debt. As our adjudicator explained, while the debt management agreement may have expired the remaining debt is still outstanding and Barclaycard is entitled to seek repayment of the debt.

**my final decision**

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

Suzannah Stuart  
**ombudsman**