

complaint

Mr N seeks to complain about the way Barclays Bank Plc has pursued him for a debt it says Mr N has owed it for some years and also how the interest and charges were applied to it.

background

Barclays sent Mr N its final response letter about the interest and charges applied to his credit card debt in March 2012. In November 2017 Mr N contacted this service to complain about Barclays.

When this service spoke to Barclays it referred to its final response letter and stated it believed this complaint about the interest and charges is out of our jurisdiction. They said this because it issued its final response letter on the matter more than six months ago and that interest and charges stopped being applied from October 2010 and that Mr N was aware of this.

Our investigator didn't think we could look at the complaint about interest and charges. He explained that under our rules Mr N had to complain within six years of the event occurring or within three years of knowing or reasonably should have known about having a cause for complaint. Our investigator also looked at whether Barclays acted fairly in pursuing Mr N for the debt and decided it was. Mr N has asked for an ombudsman to review these matters.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. We've set out our general approach to complaints about the sale of PPI on our website and I've taken this into account in deciding Mr N's case.

The investigator concluded that Mr N's complaint about the interest and charges on the debt couldn't be considered. This was because under the rules this service follows complaints cannot be considered six years after the event complained about or, if later, three years from the date when Mr N became aware or ought reasonably to have been aware he had cause to complain. Mr N chose not to contest this finding or the arguments that support it. As such I consider that he has accepted this position. I also consider this position by the investigator correct. So I won't be considering this matter further.

This leaves Mr N's other complaint point about Barclays deciding to pursue this debt and how it has gone about that. It is of note that Mr N has questioned whether there is actually a debt in his voluminous arguments. It is arguable, and possibly persuasively so, that this element of this complaint should also not be considered for the same reasons as I've described why I cannot consider the complaint about the interest and charges. After all they are charged on the debt.

Be that as it may, it is clear that how Barclays has treated the debt is, at least, partly in jurisdiction on time requirements because the debt still exists now and Barclays still wants Mr N to pay it – hence its recent actions on this cannot be time barred. So in the interests of fairness and completeness I've considered the matter in the round.

Mr N's arguments on this matter are substantial in size but aren't particularly persuasive to me. For example he gives no persuasive arguments as to why he believes there was no

debt to start with. He also accepts that there was significant amounts of correspondence from Barclays and debt collectors (albeit varying in frequency) since 2010 about the debt those firms say that he owes. One of his arguments is along the lines that because for a period of time they didn't chase him for the debt he believed he no longer believed he owed it or that they wouldn't pursue him for it in the future. But he gives no persuasive reason for believing this. It is clear to me that he's always been aware that Barclays believed there was a debt and it's clear that at times he's agreed to pay towards paying it off.

Having considered the evidence in the round I'm satisfied that there was a debt on Mr N's credit card account in 2010 and that Mr N was aware of this. It is clear that Barclays marked his credit file accordingly. And that the debt has persisted since. I have also seen numerous letters from Barclays and debt collection firms to Mr N about the debt owed over the years. It is not clear why at certain times there was an absence of correspondence on the matter. It may be that because the debt wasn't particularly large Barclays chose not to pursue it as vociferously as it could have – but that doesn't mean the debt is no longer in existence or owed by Mr N or not sought by Barclays.

Mr N argues that at times he was led to believe the debt had been written off. Having considered all that's available I don't find this is persuasive. I can see letters suggesting deals to Mr N to bring the matter to an end – for example paying a reduced amount in one go in full and final settlement. But I haven't seen any persuasive evidence that Mr N agreed to such a deal or actually fulfilled his part of such a bargain. And there is no persuasive evidence of written evidence showing the debt was written off as I'd expect to see in such circumstances

Mr N has also pointed to numerous issues which he says shows Barclays are acting against him and are faking evidence against him. I am not persuaded by this for a variety of reasons including the relatively small size of the debt he has on the card (albeit having been in place for some years). It would seem more likely to me that Mr N is trying to delay matters.

I've considered all of the other arguments Mr N makes, but I don't consider them key to deciding the outcome of this complaint. I think the key issues are those that I've addressed in this decision. And ultimately I don't think Barclays has treated him unfairly about this debt or requiring him to repay it.

Mr N is not obliged to accept this decision. But this decision does bring to an end this complaint at this service. And Barclays are at liberty to pursue the debt as it sees fit.

my final decision

For the reasons set out above, I do not uphold Mr N's complaint against Barclays Bank Plc.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr N to accept or reject my decision before 1 July 2018.

Rod Glyn-Thomas
ombudsman