

The complaint

Mr G complains about the handling of his current account by Barclays Bank UK PLC.

What happened

Mr G's account was opened many years ago. In December 2022, Barclays closed the account and passed it to a debt collection firm (W) as it claimed Mr G owed just over £200.

Mr G complained that he'd instructed Barclays to close the account in around 2012 and 2015, before the outstanding balance had accrued. He said he wouldn't have owed any money had his instructions been followed and that his credit rating had suffered as a result.

Barclays said it held no evidence that Mr G had asked for the account to be closed. It felt it was entitled to request repayment of the money owed and apply negative markers to Mr G's credit file following non-payment of the debt.

Unhappy with Barclays' actions, Mr G brought a complaint to this service. Our investigator looked into the complaint but didn't recommend that it should be upheld. Briefly, they found that Barclays had, on balance, acted fairly in pursuing Mr G for the outstanding amount.

Mr G didn't agree with the investigator's findings. Among other things, he said Barclays hadn't done enough to contact him about the debt or resulting county court judgment (CCJ) it had sought. Mr G felt Barclays had colluded with the UK government and its security agencies to create what he described as a '*fictional debt*'.

Because the investigator couldn't resolve matters informally, the complaint was passed to me to review afresh.

What I've decided – and why

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

I recognise that Mr G wants answers to certain specific questions he's raised. Although I've considered them, I'm not required to respond to them all in setting out this decision and I've not attempted to do so. Nor have I made direct findings on the actions of certain third-parties Mr G mentions in his complaint, as they're businesses or organisations that are separate to Barclays. Instead, I've focussed on addressing the key issues that go to the heart of Mr G's complaint about Barclays.

Having done so, I don't uphold this complaint. I'll explain why.

I realise how upset Mr G is with the actions of Barclays and that he feels he's being harassed by it. I recognise that Mr G believes Barclays has somehow been working with third-party organisations to pursue and harass him. But I've not seen any evidence to support what he's said about that.

Regarding the actions of Barclays towards Mr G more specifically, I also can't see from the evidence provided that Mr G requested that the account be closed when he claims. Had he instructed Barclays accordingly, I would have expected to see some record of his request in the information Barclays has provided. Alternatively, I think it would be reasonable to expect some supporting evidence of such a request from Mr G. None's been provided as far as I can tell. He says he was expecting a cheque from Barclays in 2015/2016, when his account was in credit by around £2,700. It's reasonable to expect that Mr G would have chased this payment at the time when it wasn't forthcoming and that there would be some evidence to show that was the case. But I've not seen that evidence.

In terms of the evidence I do have, I can see that Barclays wrote to Mr G in November 2022 to tell him it was terminating the account due to the outstanding balance, following the collection of payments and direct debits from the account over previous years. It clearly stated that the account balance should be repaid immediately and that if it wasn't, the debt may be transferred to a debt collector. It also confirmed it intended to register details of the account with credit reference agencies which could seriously affect his ability to obtain credit.

Mr G says the letter was sent to a previous address and that he didn't receive it. That may be the case, although I don't find that Barclays did anything wrong in sending the letter to the address that it did. That's because I'm satisfied it attempted to send the letter to Mr G's last known address. I can't see that Barclays was made aware of any change in Mr G's address by Mr G. And, as Mr G said himself to this service in July 2023 '*I consider I do not need to provide any contact details to a bank which I do not want to do business [with] anymore...*' This suggests to me that Mr G accepts he didn't make Barclays aware of his change of address prior to the letter being sent.

Given that I believe Barclays was entitled to pursue Mr G for the amount in question, and that this wasn't repaid, I consider that it was reasonable for Barclays to report the default to the credit reference agencies as it did.

So, taking everything into account and while recognising Mr G's strength of feeling about the matter, I believe Barclays has acted fairly overall.

My final decision

For the reasons given, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 4 October 2023.

Nimish Patel
Ombudsman