

The complaint

A limited company, which I'll refer to as 'P', is unhappy that Barclays Bank UK PLC didn't set up a payment deferral holiday on its Bounce Back Loan ("BBL") when it should have done.

P's complaint is brought to this service by its director, whom I'll refer to as 'Mr S'.

What happened

Mr S applied for a six-month payment deferral holiday ("PDH") in January 2023. Mr S's intention was that P's payments for February through July 2023 would be deferred, with P becoming liable to make monthly payments to the BBL again from August 2023. But when Mr S applied for the PDH on P's behalf, he received an automated message from Barclays telling him that his request had been received, that there wasn't any need for him to do anything, and that someone from Barclays would call him back.

Mr S didn't receive a call back from Barclays and believed that P's PDH had been put in place as he'd requested. But in February 2023, P received notice from Barclays that its BBL payment for that month hadn't been made. Mr S wasn't happy about this because a PDH was supposed to be in place. So, he raised a complaint on P's behalf.

Barclays responded to Mr S and explained they'd tried to call him back about P's application on three occasions but had been unsuccessful each time. Barclays also confirmed that the application hadn't been completed and that no PDH had been put in place or confirmed to P as having been put in place. Because of this, Barclays didn't feel that they'd done anything wrong by applying for the February 2023 payment as they had. Mr S wasn't satisfied with Barclays' response, so he referred P's complaint to this service.

One of our investigators looked at this complaint. But they didn't feel that Barclays had acted unfairly in how they'd managed the situation, and so they didn't uphold the complaint. Mr S remained dissatisfied, so the matter was escalated to an ombudsman for a final decision.

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.

Mr S has explained that when he tried to apply for the PDH for P, he received a message from Barclays which said that his request had been received, that he didn't need to do anything, and that Barclays would contact him. And Mr S has also confirmed that the automated message he received from Barclays specifically asked him to not call them.

Mr S has also explained that, upon receiving no contact from Barclays, he believed the PDH he applied for on P's behalf had been set up as per his request. But given that Mr S had received no confirmation that a PDH had been set up for P from Barclays, I'm not convinced that it was reasonable for Mr S to have come to this belief.

Rather, in the absence of a confirmation from Barclays that a PDH had been set up for P as

requested, or any call back from Barclays as it had been indicated to Mr S would take place, I feel that the reasonable course of action would have been for Mr S to have acted on the assumption that a PDH hadn't been set up for P.

Mr S has expressed his frustration that Barclays didn't call him back as they had explained they would. But Barclays logs show three call back attempts that were made to Mr S – on 10, 12, and 13 January 2023. And although Barclays have only been able to provide a detailed audit of the first two of these call back attempts, I feel its more likely than not that Barclays call logs are accurate and that the third call back was also attempted.

I'm also satisfied that the call back attempts were made to a valid number for Mr S, given that they show as being made to the mobile phone number that Mr S has provided to this service as being his own. And I don't feel it was unreasonable for Barclays to have ended their call back process when three call backs had been unsuccessfully attempted.

Barclays show that all three call backs connected but were terminated by Mr S. Conversely, Mr S has explained that he didn't receive any call backs. As such, accepting both positions, I feel it may have been the case that a technical error may have taken place. But given that Barclays logs show the calls as connecting and then been terminated, I feel its most likely that any potential technical error wasn't the result of any mistake or malfunction by Barclays, and I wouldn't hold Barclays accountable for any technical errors outside their control.

The fact remains that Mr S received no confirmation or indication from Barclays that a PDH had been set up for P. And while I appreciate that the automated message Mr S received from Barclays explained that Barclays were very busy and requested Mr S to not call back, I feel that the importance of confirming that a PDH was or wasn't set up for P should have overridden the generalised message that Mr S received and prompted Mr S to have contacted Barclays before the February 2023 payment became due.

Mr S has asked why Barclays didn't attempt to contact him by other channels when the call backs weren't successful. But as the party initiating the request – the PDH application – I feel that the onus was on Mr S to have ensured that the application had been successful.

But Mr S didn't do this, and instead he acted on an assumption – which as explained, I don't feel it was reasonable for him to hold – that a PDH had been set up for P. This assumption was incorrect. And with no PDH having been set up, the fact of the matter was that P was liable to make the February 2023 payment about which Mr S here complains. And because P was liable to make this payment, and because no PDH had been set up or confirmed to Mr S, I don't feel that Barclays have done anything wrong or unfair by considering P to have fallen into arrears on its BBL by not making that payment.

Finally, I also feel that it should be noted that even if I were to uphold this complaint as Mr S would like, then the present situation here – that P is one in month in arrears on its BBL – wouldn't change.

This is because P has benefited from a six-month PDH – which ran from March to August 2023. And this means that if I were to instruct Barclays to backdate the PDH by one month, so that it ran from February to July as Mr S would like, then P would still be one month in arrears – because in this scenario the August 2023 payment would have been missed, given that the August 2023 payment which P didn't make would no longer be covered by the PDH.

It follows from all the above that I won't be upholding this complaint or instructing Barclays to take any further or alternative action here. Ultimately, this is because I don't feel that Mr S's belief that a PDH had been put in place for P was reasonable for him to hold. And I don't feel that Barclays have acted unfairly by considering the February 2023 BBL payment as being

one which P was scheduled and liable to pay.

I realise this won't be the outcome that Mr S was wanting. But I hope he'll understand, given all that I've explained, why I've made the final decision that I have.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask P to accept or reject my decision before 14 February 2024.

Paul Cooper
Ombudsman