

## **The complaint**

Mrs W complains about Clydesdale Financial Services Limited, trading as Barclays Partner Finance (Barclays), recording a default on her credit file in relation to her loan account.

## **What happened**

Mrs W's loan account first fell into arrears a few months after it was opened in July 2022. Shortly after Barclays sent her a default notice in November 2022, Mrs W paid what she owed prior to December 2022 and avoided a default marker being added to her credit file.

When Mrs W missed further payments across 2022 and 2023, Barclays issued her with arrears warnings and then a second default notice dated 1 March 2023. It asked her to repay what was owed before 3 April 2023. Mrs W said she didn't receive the notice until just before 1 April, which is when she spoke to one of Barclays' advisers to ask about entering into an arrangement. During the call Mrs W agreed to gather information about her income and expenditure before calling back on 3 April.

Unfortunately, Mrs W didn't call Barclays back until 4 April and so, although a repayment plan was eventually agreed, a default marker was placed on her credit file. Mrs W wasn't happy with Barclays' actions, so she complained.

Barclays replied that it had acted appropriately by adding the default marker, which was done in accordance with the letters and notices it had sent Mrs W in advance.

Unhappy with Barclays' response, Mrs W brought a complaint to this service. In essence she felt Barclays had led her to believe a default wasn't going to be recorded due to her circumstances at the time. And that, if she'd known one would be added, she'd have paid on time.

Our investigator looked into the complaint but didn't recommend that it should be upheld. They found that Barclays had sent Mrs W adequate warning regarding the consequences of not paying in time and that it had acted fairly overall.

As Mrs W didn't agree with the investigator's findings, 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.

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

Fundamentally, Mrs W entered into an agreement to pay Barclays back for a loan. This meant her paying an agreed amount on an agreed date each month for the term of the loan. This was all set out in the loan agreement Mrs W signed. She didn't comply with the agreement.

By April 2023, although no default marker had yet been added, I think Mrs W ought to have been familiar with the process Barclays followed in instances where an account fell into arrears. Barclays followed that process in late 2022 and did so again in 2023.

I can't say for sure why Mrs W wouldn't have received Barclays' default notice of 1 March for around a month. But it appears to have been correctly addressed, so I can't fairly hold Barclays responsible for the delay. In any case, it's clear that Mrs W received it before the deadline Barclays had set and that she'd agreed to comply with its request for further information by 3 April.

It's unfortunate that Mrs W didn't call Barclays back until 4 April, by which time the default marker had been added. But I think it was entitled to take this action as it had made clear the consequences of not providing the necessary information in time.

I've thought very carefully about what Mrs W's said about being unable to call Barclays sooner due to illness. But, overall, I think Barclays allowed her sufficient time in which to submit the information it required. I recognise that Barclays had allowed Mrs W until 3 April despite the earlier default notice asking her to get in touch *before* 3 April. But, since Mrs W didn't reply with the information needed until 4 April in any event, I don't think this caused her to lose out. And, if anything, Barclays afforded her more time than she would otherwise have had.

I've also thought very carefully about the bereavements Mrs W suffered in 2021 and 2022. I'm very sorry to hear of her circumstances and of the difficult times she's been through and, I gather, is still going through. That said, I must be fair to both parties. I can't reasonably say, on the available evidence, that these events significantly impacted on what happened in relation to Barclays in 2023 or mean that Barclays wasn't entitled to act as it did.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 8 December 2023.

Nimish Patel  
**Ombudsman**