

The complaint

Mr H complains that Barclays Bank UK PLC trading as Barclaycard ('Barclaycard') failed to assist him properly in dealing with his credit card account.

What happened

Mr H opened a credit card account with Barclaycard in 2012. The account was used solely by his ex-partner who made regular monthly repayments by direct debit from her account. They separated in August 2022 and she returned the card to Mr H. There was a considerable balance on the account which Mr H settled and the account was closed.

However, it seems that Mr H's ex-partner made several direct debit indemnity claims to her bank and earlier payments she had made were returned to her. Barclays then sought payment from Mr H. I gather he made at least one payment, but £1,303.47 remained outstanding and as payment was not received a default letter was issued on 5 October 2023. As payment was not received Barclaycard recorded a default on 27 November.

From June 2023 Mr H had been in frequent contact with the bank. Initially Barclaycard was looking to see if there had been any fraudulent activity, but concluded that there had not been any. Mr H has said that delays by Barclaycard had contributed to the problem. He says he did not receive the default letter until 4 December 2023 and had only been aware he owed money as of 5 November. He had explained that he was told to ignore payment requests while the issue of fraud was being considered. He was also told that the indemnity claim should not succeed.

Barclaycard has said that he told its advisors that the card was being used without his consent or knowledge and so they thought it may be possible to refuse the indemnity request. However, in the circumstances that had not been possible. This also led, in part at least, to the bank investigating possible fraud.

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 have every sympathy with Mr H, but I do not consider I can uphold his complaint. I will explain why.

Mr H entered into an agreement with with Barclaycard when he opened his credit card account. It was in his sole name and he responsible for paying any sums due on that account. Barclaycard has also pointed out that the card was being used by his ex-partner solely with his permission. That does not mean that she is responsible for making payments to Barclaycard. That responsibility remains with Mr H.

His ex-partner submitted indemnity claims to her bank which in turn sought the return of the monies she had paid. This process is automatic and while it can be challenged I cannot see on what grounds such a challenge could have been made by Barclaycard. Mr H's ex-partner

was not legally obliged to make the payments and I do not consider there was the opportunity to reject the claims.

I have noted that there were delays while the issue of a possible fraud was investigated and that some of the advice given to Mr H was misleading, but that was based on the belief that the card had been used without permission. I also note that a separate account was opened by the ex-partner in Mr H's name which was closed as a fraudulent application. This too added to the general confusion, but I don't consider the bank's advice concerning this account materially affected the situation.

Mr H has said he didn't know about the default until 4 December, but I have reviewed the bank's records and I can see the notification letter was dated 4 October and it was also addressed correctly. I cannot say that the default was reported prematurely or that Barclaycard was wrong to report it.

It is an unfortunate situation, but I cannot see that Barclaycard has done anything wrong. I believe it is a matter for Mr H and his ex-partner.

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 Mr H to accept or reject my decision before 12 September 2024.

Ivor Graham
Ombudsman