

## **The complaint**

Mr L complains that Barclays Bank UK PLC trading as Barclaycard wouldn't take instruction to retain his credit card's credit limit over the phone.

## **What happened**

Mr L has a credit card account with Barclaycard with a limit of £8,000. In August 2023, Barclaycard wrote to Mr L to say that as he hadn't used the card in some time, it would reduce his limit to £1,000 in October 2023 unless he sent it a text or spent on his card.

Mr L wished to retain his existing credit limit, as he believed a higher overall credit limit would contribute to a higher credit score. Mr L has explained he has free calls from his landline, but that he is charged to send texts from his mobile phone. He therefore didn't wish to text Barclaycard, and he didn't wish to spend on the card.

Mr L called Barclaycard and asked to keep his limit. Barclaycard's agent said he needed to send a text or spend on the card. Mr L spent £1 to retain his limit, and made a complaint to Barclaycard. He thought it was being unfair and discriminatory towards him.

Barclaycard didn't uphold Mr L's complaint. Mr L was unhappy with its response and referred his complaint to our service.

One of our Investigators considered things. He said that it wasn't for our service to ask a business to alter its procedures, but he thought that Barclaycard had been overly process driven in not taking Mr L's instruction over the phone. He recommended that Barclaycard pay Mr L £50 by way of apology for the distress and inconvenience caused to him.

Mr L accepted the Investigator's opinion, but Barclaycard disagreed. In summary, it said that thousands of other customers followed the same process and it didn't think it had made any errors.

Our Investigator issued a second opinion. He explained that he continued to think that his recommendation was fair. He drew Barclaycard's attention to the Consumer Duty and said that taking Mr L's instruction over the phone would have put his interests at the heart of his interaction with Barclaycard.

Barclaycard continued to disagree with our Investigator's opinion, so the case comes to me to decide.

## **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.

The terms and conditions of Mr L's account state:

## *“6. Credit limit*

*We set your credit limit according to your circumstances, your account usage and history, information from other parts of the Barclays group, information we receive from credit reference agencies, and any other information we think is relevant.*

*We’ll tell you what your credit limit is when we first open your account. We’ll then review it from time to time. If we change your credit limit, we’ll write to let you know.”*

Barclaycard has told us it periodically runs campaigns to withdraw, or reduce the limit of, dormant accounts. It says it will always give the account holders the opportunity to retain their accounts. Barclaycard said that Mr L’s account didn’t appear to have been used for over two years when it wrote to him to reduce his limit. I think this step was reasonable, and in line with the terms and conditions of the account.

Barclaycard says it asked the customers it contacted to get in touch by text, or spend on the card, to retain their limits, in order to prevent a large number of phone calls impacting its ability to service customers on its phone lines.

I think it’s important I explain that it isn’t our role to ask a business to alter procedures or processes. These aspects fall firmly within the remit of the regulator – the Financial Conduct Authority (FCA).

But it is our role to examine and decide whether Barclaycard has been fair and reasonable in the manner in which those policies and procedures are applied in the individual circumstances of Mr L’s dealings with them.

Mr L has explained he wanted to retain his credit limit, as he understands a higher overall credit limit will give him a higher credit score. Although he has a pay-as-you-go mobile phone, he says he only uses it for dual factor authentication – and doesn’t keep a credit balance on it. Mr L has free phone calls from his landline. So, as he didn’t wish to incur a cost to top up the credit on his mobile phone, he contacted Barclaycard’s customer service line.

Mr L has said that by requiring contact by text, he feels that Barclaycard has discriminated against him. I’ve considered what Mr L has said, and I can appreciate why he feels that’s the case, but I do not think Barclaycard has discriminated against him as he was able to contact it in the way it requested. Mr L has also made a broader comment that Barclaycard’s request is discriminatory against older people, but as I’ve explained my role is to consider whether Barclaycard has treated Mr L fairly and reasonably in the circumstances – so I will not comment more broadly.

When he contacted Barclaycard by phone Mr L had a clear financial objective – to retain his existing credit limit. Under the Consumer Duty, the FCA requires firms to enable and support retail customers to pursue their financial objectives.

In this instance, Mr L chose to use the phone line as the channel for the support he was looking for. I can appreciate why Barclaycard had asked customers to use different channels – to limit the number of phone calls it received. But it hasn’t been able to give a good reason why it was unable to support Mr L by taking instruction over the phone in this instance. On this occasion Mr L called Barclaycard for assistance, and it seems to me it could have provided that support over the phone. In line with our Investigator, I think this would have put Mr L’s interests at the heart of his interaction with Barclaycard and delivered a good outcome for him.

I think Barclaycard treated Mr L unfairly by refusing to take his instruction to retain his existing credit limit by phone. For these reasons, I am upholding this complaint.

### **Putting things right**

I think Barclaycard's refusal to take Mr L's instruction over the phone caused him stress and frustration. I think the Investigator's recommendation that Barclaycard pay Mr L £50 is a fair reflection of the distress and inconvenience caused to him, and a fair way to put things right.

### **My final decision**

My final decision is that I uphold this complaint. To put things right, Barclays Bank UK Plc should pay Mr L £50.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 13 September 2024.

Frances Young  
**Ombudsman**