

## **The complaint**

Mr B has complained Barclays Bank UK PLC, trading as Barclaycard, is continuing to hold him liable for a credit card that he never applied for.

## **What happened**

In 2023 Mr B's wife died. Mr B had allowed his wife to run their family finances throughout their marriage. He discovered a credit card issued by Barclaycard that was in his name. He'd never taken this out, or known about this, and asked Barclaycard to investigate how this had happened.

Barclaycard didn't believe there'd been any fraud in this case and believed they could continue to hold Mr B liable for the expenditure.

Mr B brought his complaint to the ombudsman service. He didn't believe there was any evidence to show he'd taken this card out so felt he shouldn't be held liable for the outstanding balance.

Our investigator noted statements for this credit card had been sent to Mr B's home address for years and that regular repayments had been made from a bank account he held with his wife. So he thought it was most likely that Mr B had known about this credit card before his wife's death. He wasn't going to ask Barclaycard to do anything further.

Mr B continued to believe there was no evidence to show he'd taken out this card so didn't understand why he'd be liable for the existing balance. He's asked an ombudsman to review his complaint.

## **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've reached the same outcome as our investigator. I'll explain why.

Our investigator's view of 12 September 2024 explains this card had been applied for most likely online through a company which Barclaycard then took over. The Barclaycard in Mr B's name has been in existence since April 2001. At that time monthly statements, in Mr B's name, would have been sent to Mr and Mrs B's home address. Barclaycard no longer held any original application data. And if it had been completed online, it's unclear whether there would have been any written signature although based on the time of the application I think it's most likely there would have been.

It was also noted that Mrs B's email address was attached to the Barclaycard account. This was probably done deliberately as Mrs B managed the family finances.

Mr B has argued that without a copy of the original consumer credit agreement, Barclaycard cannot hold him liable.

I'm afraid to say this is incorrect.

I'm not surprised due to the time that has passed (the original credit agreement was more than likely taken out in the 1990s) that Barclaycard no longer holds any original documentation. The card was taken out in the name of another credit provider – whose credit card book was later sold to Barclaycard.

It would have been relatively simple – particularly as Mr B admits he passed all his financial affairs to his wife to manage – for his wife to have made this application without his knowledge. Mr B's representative has implied it would have been easy to have got Mr B to agree to sign something without questioning what it was. It's also possible that Mrs B may have falsified his signature but I'm not sure why she'd have felt the need to do that since it was understood between the two of them that Mrs B managed the finances. I think it's very possible that Mr B signed any application just because his wife gave it to him as requiring signature.

I'm aware that Mrs B managed Mr B's tax returns so it sounds as if he was used to signing documentation given to him for completion.

I'm sure Mr B's representative would argue that if this was the case, Mr B was unaware what he was signing and didn't consent. I have considered this but point to Mr B agreeing his wife should manage their family finances, so I do believe there was a level of consent.

In the period before Mrs B signed up for online statements, statements for this card were being sent monthly to Mr and Mrs B's home address. It'd have been difficult for Mr B to not have noticed these.

It's also worth saying that even if I didn't think Mr B had signed any application form then even him not knowing about this credit card or Barclaycard not being able to show a completed application form doesn't mean he can't be held liable.

This is because after reviewing the expenditure for this credit card I can see this most looks like normal household spend – food and household items, including pet food, water bills and TV streaming services. I'm therefore satisfied that Mr B would have benefitted from the expenditure on this credit card.

I see no reason why Barclaycard can't continue to ask Mr B to settle the debt on this credit card. They will, of course, be aware that until his wife's death Mr B says he knew nothing about the financial commitments he's recently discovered. Barclaycard will need to take this into account and ensure any repayment plan takes Mr B's personal and financial situation into consideration.

### **My final decision**

For the reasons given, my final decision is not to uphold Mr B's complaint against Barclays Bank UK PLC, trading as Barclaycard.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 3 January 2025.

Sandra Quinn  
**Ombudsman**