

## **The complaint**

Mrs T complains that Barclays Bank UK PLC trading as Barclaycard have irresponsibly lent to her.

Mrs T is represented by her husband in bringing this complaint. But for ease of reading, I'll refer to any submission and comments he has made as being made by Mrs T herself.

## **What happened**

Mrs T was approved for a Barclaycard credit card with a £660 credit limit in October 2018. Mrs T says this caused her anxiety and stress as the limit was unaffordable, and she wanted compensation for this. Mrs T made a complaint to Barclaycard.

Barclaycard partially upheld Mrs T's complaint. They said errors had been made when they assessed her credit limit which resulted in them lending irresponsibly to Mrs T. Barclaycard said that they would refund £119.61 in interest charges and £12 in fees, and they would amend Mrs T's credit file. Mrs T brought her complaint to our service. She said further compensation should be due.

Our investigator did not uphold Mrs T's complaint. He said had Barclaycard not offered Mrs T help, he might have considered compensation, but Barclaycard attempted to support Mrs T when she told them she was in financial difficulty.

Mrs T asked for an ombudsman to review her complaint. She made a number of points. In summary, she said Barclaycard didn't do anything to help and support her, and she received no letters from Barclaycard. She said Barclaycard were pressurising her by sending credit limit increase offers. Mrs T says that she tried to ring Barclaycard on three occasions, and she was on hold for around two hours each time.

## **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.

Mrs T has made a number of points to this service, and I've considered and read everything she's said and sent us. But, in line with this service's role as a quick and informal body I'll be focusing on the crux of her complaint in deciding what's fair and reasonable here.

Mrs T has mentioned about the holding times when she tried to contact Barclaycard, and the credit limit increase offers. But as it doesn't appear that Mrs T raised these points with Barclaycard as part of her original complaint, and Barclaycard did not address these points in the final response letter, then I'm unable to address these points as part of this complaint. Mrs T may wish to make a new complaint to Barclaycard about these points directly. If she is dissatisfied with the outcome of the new complaint, then she may be able to bring the new separate complaint to our service.

As Barclaycard has upheld Mrs T's complaint about the approval of the Barclaycard

application, then I will not look at the checks that they carried out prior to the application being approved. I will look into any support that Barclaycard did or didn't give Mrs T regarding her financial difficulty.

I've reviewed the Barclaycard system notes, and the letters that they sent Mrs T. The address displayed on the letters Barclaycard sent her are the same address that Mrs T provided to our service. So it appears that they were sent to the correct address, and therefore Mrs T should have received them. As they were addressed correctly, then I'm unable to hold Barclaycard responsible for any postal errors.

I can see that Mrs T did speak to Barclaycard in September 2020. Mrs T was given breathing space. This resulted in Barclaycard stopping any fees and interest for 30 days to give Mrs T breathing space. So I do think that Barclaycard tried to assist Mrs T here.

Barclaycard sent Mrs T two letters dated 23 September 2020 which one letter outlined the hold on interest/charges. The letter also asked her to contact them in the next 30 days so they could review Mrs T's situation together and find a way forward. The letter stated *"If we haven't heard from you, we'll assume that you're able to make your standard monthly payments and will reinstate any fees and interest."*

The letter signposts where Mrs T can get free independent advice on her situation, with six organisations details displayed on the letter. The other letter Barclaycard sent Mrs T on the same date shows the details of four not for profit organisations that Mrs T could contact for free, confidential and impartial advice. This letter also asks Mrs T to complete an affordability assessment, and once it is completed, she should ring them by 7 October 2020 to discuss the best possible payment solution for her.

I can't see that Mrs T did complete the form or contact Barclaycard within the 30 day breathing space. But I do note that Mrs T made a repayment of £45.74 on 21 October 2020, and she made her minimum repayment the following month. So it may be that Mrs T didn't need further support at this time.

Mrs T contacted Barclaycard again in August 2021 regarding financial difficulties. I can see that Barclaycard sent her a letter dated 1 September 2021 which asked her to complete an affordability assessment, and to contact them by telephone by 15 September 2021. The letter showed the details of four not for profit organisations Mrs T could contact for free advice. The system notes show another hold being placed on the account. But Barclaycard's system notes don't show that Mrs T contacted Barclaycard with the details of her income and expenditure.

The system notes also show repeated calls to Mrs T. But I can't see that Mrs T answered these calls, so Barclaycard wouldn't have been able to give Mrs T further support over the phone.

I've considered what would be a fair outcome for this complaint. Barclaycard have awarded redress broadly in line with what we would have asked them to do if they didn't uphold the irresponsible lending aspect of the complaint. I've considered a request for further compensation, but I'm not persuaded that it would be proportionate here.

I say this as Barclaycard had shown forbearance by placing the account on hold. They did try and assist Mrs T with her financial difficulties by asking her to complete an affordability assessment so they could try and work together to see how they could move forward. They also tried to ring Mrs T on numerous occasions to see how they could assist her, but Mrs T didn't appear to answer these calls based on the notes on Barclaycard's systems. They signposted organisations which may have been able to assist Mrs T on a number of letters

they sent her. So I can't fairly say that Barclaycard should pay Mrs T any further compensation.

I've also considered whether the relationship might have been unfair under s.140A of the Consumer Credit Act 1974. However, I'm satisfied the redress Barclaycard paid Mrs T results in fair compensation for Mrs T in the circumstances of her complaint. I'm satisfied, based on what I've seen, that no additional award would be appropriate in this case. So it follows I don't require Barclaycard to do anything further.

### **My final decision**

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or reject my decision before 31 December 2024.

Gregory Sloanes  
**Ombudsman**