

## **The complaint**

Mr F is unhappy that Barclays Bank UK PLC didn't conduct an affordability assessment before approving him for a Bounce Back Loan ("BBL").

## **What happened**

Mr F, a sole trader, applied to Barclays for a £15,000 BBL in June 2020. The application was successful, and Mr F received the loan funds that same month.

In May 2024, Mr F raised a complaint with Barclays because he was unhappy that Barclays had provided the BBL to him without conducting an affordability assessment first to ensure that he could reasonably afford the loan.

Barclays responded to Mr F and explained that the BBL scheme was self-attested, meaning that there was no requirement for Barclays to undertake any affordability assessments, and that it had been the responsibility of the BBL applicant to have ensured that they could afford the loan before applying for it. Mr F wasn't satisfied with Barclays response, so he referred his complaint to this service.

One of our investigators looked at this complaint. But they felt that Barclays response to the complaint already represented a fair resolution to it. Mr F didn't agree, so the matter was escalated to an ombudsman for a final decision.

## **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.

Because of the emergence of Covid-19 that led to the creation of the BBL scheme in 2020, it was anticipated that there would be a large influx of BBL applications. Accordingly, to enable lenders to process BBL applications quickly, the British Business Bank – which administered the BBL scheme – made it the responsibility of the BBL applicant to self-declare they could afford the loan and that they met the eligibility criteria of the scheme and so were entitled to receive a BBL.

Additionally, lenders, such as Barclays weren't expected to verify or check whether the information provided by the applicant was correct or check whether the applicant could afford the loan. Instead, it was the responsibility of the applicant to have understood the eligibility criteria of the scheme and to have confirmed themselves that they could afford to repay the loan before submitting their BBL application.

In this instance, this means that it was Mr F's responsibility to have understood his own financial position and to have been confident that he would most likely be able to afford the BBL before he applied for it. And Barclays weren't expected to conduct any form of affordability assessment on Mr F when he applied for the loan.

Mr F has explained that he is autistic and has ADHD, which he feels impacted his ability to understand the terms of the BBL scheme. But Barclays have said that Mr F hadn't disclosed this information to them when he applied for the BBL. And having reviewed the information provided by Barclays to this service, including their contact history with Mr F, I can't see anything that would reasonably cause me to doubt Barclays on this point.

If Barclays had been made aware by Mr F of his medical conditions before he applied for the BBL, then I might have expected Barclays to have had a conversation with Mr F about the unique nature of the BBL scheme. But given that Barclays weren't aware that Mr F is autistic and has ADHD, this means that they weren't able to take that information into account. And because of this, I don't feel that Barclays acted unfairly by processing Mr F's BBL application in the standard manner as they did.

Furthermore, I feel that it's reasonable to have expected Mr F to have explained his medical conditions to Barclays before applying for or accepting the BBL. And this is especially the case given that Mr F feels that his medical conditions prevent him from fully understanding loan terms.

Mr F has also said that the BBL application process *"doesn't account for individuals with vulnerabilities"*, such as his own diagnosis of autism, which impacts his ability to process information and foresee the consequences of financial commitments. Mr F also notes that other countries who applied similar loan schemes during the Covid-19 pandemic *"implemented safeguards to prevent self-certification and protect borrowers from potential over-indebtedness."* And Mr F finishes by saying that *"the lack of such measures in the UK's BBL scheme indicates a systemic flaw"*.

I can appreciate Mr F's concerns in these regards. However, these points all relate to how the UK Government set up the BBL scheme, whereas this complaint is focussed on the actions of Barclays. This means that I can't consider these points of complaint, because they don't relate to anything that Barclays have or haven't done. And, as I've previously explained, I'm satisfied that how Barclays acted upon their receipt of Mr F's self-certified BBL application was in accordance with how I would have expected Barclays to have acted. And because of this, I don't feel that Barclays have treated Mr F unfairly as he contends.

All of which isn't to say that I don't acknowledge the difficult financial position that Mr F is now in. But it is to say that I don't feel that Barclays should fairly be considered to bear any responsibility or accountability for Mr F's current financial position, including that they provided the BBL to him upon his application. And I'm also satisfied that Barclays aren't acting unfairly in continuing to pursue Mr F for his BBL balance that remains outstanding.

It follows from all the above that I won't be upholding this complaint or instructing Barclays to take any further or alternative action here. This is because Barclays weren't expected to conduct an affordability assessment on Mr F before providing him with a BBL, and because they couldn't take Mr F's autism and ADHD into account at the time of the loan application because Mr F hadn't told them about his medical conditions at that time.

I realise this won't be the outcome Mr F was wanting. But I hope that he will understand, given all that I've explained, why I've made the final decision that I have.

### **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 F to accept or reject my decision before 25 February 2025.

Paul Cooper  
**Ombudsman**