

## **The complaint**

Mr G complains about information provided by Barclays Bank UK PLC trading as Tesco Bank regarding the additional card holder for his credit card.

## **What happened**

Mr G has held a credit card with Tesco Bank since 2006. Mrs G is an additional card holder and has explained she is the primary credit card user, making around 98% of the transactions. Several years ago, Mr and Mrs G contacted Tesco Bank to discuss his credit card. Mrs G, who is bring this complaint on behalf of Mr G, has explained that she experienced delays and problems when she needed to discuss his account with Tesco Bank.

Mrs G's explained she asked Tesco Bank whether she could transfer Mr G's credit card into her name or open a new account so using it would be simpler. Mrs G says Tesco Bank's representative explained that opening a new credit card in her name would result in a lower credit limit. Mrs G's explained the representative asked whether providing authority to discuss Mr G's credit card with Tesco Bank was the main issue and she confirmed that was the case. The representative then explained that to deal with Mr G's credit card on his behalf Mrs G could be recorded as having authority to discuss the account. As a result, Mrs G was recorded as having authority to discuss Mr G's credit card and they continued to use the credit card.

Around seven years later, Mrs G made payments to an investment firm. Mrs G's explained the funds were lost as part of a scam. An attempt to raise a Section 75 claim was made but because the payments were authorised by Mrs G, the additional card holder, not Mr G, the payments weren't covered. As a result, it wasn't possible for Mr G to recover the funds via a Section 75 claim.

Mrs G went on to raise a complaint on Mr G's behalf and said the agent they'd discussed the credit card with in 2017 had failed to explain payments she made as the additional card holder wouldn't be protected in the same way as payments he made. Tesco Bank issued a final response but didn't uphold Mr G's complaint. Tesco Bank said it wouldn't have expected its agent to have provided information about potential payment protection when Mr and Mrs G discussed recording authority for her to discuss his credit card. Tesco Bank says if Mr and Mrs G had asked about that they'd have been referred to a specialist agent for more information.

An investigator at this service looked at Mr G's complaint but wasn't persuaded Tesco Bank misled or treated him unfairly when asked about giving Mrs G authority to discuss the account. The investigator didn't uphold Mr G's complaint. On Mr G's behalf, Mrs G asked to appeal and provided evidence to show she was the main user of the account. Mrs G said she would never have used the credit card for important or expensive purchases if she'd known she had no recourse if something went wrong. As Mrs G asked to appeal Mr G's complaint it's been passed to me to make a 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.

I'm aware I've summarised the events surrounding this complaint in less detail than the parties involved. No discourtesy is intended by my approach which reflects the informal nature of this service. I want to assure all parties I've read and considered everything on file. I'm satisfied I don't need to comment on every point raised to fairly reach my decision. And if I don't comment on something, it's not because I haven't considered it. It's because I've focused on what I think are the key issues. My approach is in line with the rules we operate under.

I am aware Mr G's referred a complaint about Tesco Bank's decision to decline his request to raise a Section 75 claim for payments made by Mrs G that were lost as part of a scam. But that case has been dealt with separately so I'm not going to comment on the merits further in this decision. Here, I'm looking at whether Tesco Bank misled or failed to provide reasonable guidance to Mr and Mrs G when discussing options to provide her with authority to discuss his credit card.

Mrs G's confirmed that around 2017, when she contacted Tesco Bank, it followed difficulties operating Mr G's credit card account. Mrs G's explained that it wasn't always convenient for Mr G to discuss the account with Tesco Bank when she needed to use it. Mrs G asked whether the account could be transferred into her name or whether Tesco Bank could open a new account for her. From Mrs G's comments, I'm satisfied Tesco Bank provided reasonable options. Mrs G's confirmed the agent said she could open a credit card in her name but it would have a lower credit limit than Mr G's existing account. They were also advised Mrs G could be recorded as having authority to discuss the credit card on Mr G's behalf. In my view, that was reasonable information to be provided with given the questions Mr and Mrs G asked Tesco Bank. Mrs G had a choice to either open a new credit card in her own name with a lower credit limit or be given authority to discuss Mr G's credit card.

I understand Mr and Mrs G feel Tesco Bank's agent should've warned them that any payments Mrs G made wouldn't receive the same protection as payments Mr G made as the account holder. But that wasn't something Mr and Mrs G asked in 2017. And I think it's fair to say that whilst Mrs G was ultimately added as having authority to discuss the account, they continued to use the credit card in the same way as they had previously. I'm not persuaded it's practical to expect Tesco Bank's agent to mention all the features of a credit card or provide guidance on how Section 75 may apply unless asked to do so. I haven't been persuaded Tesco Bank acted unfairly or made a mistake by failing to volunteer that information unasked. I note Tesco Bank's final response confirmed that if Mr and Mrs G asked about protection for payments made from the credit card they would've been referred to a specialist team. In my view, that's a reasonable approach.

As our investigator has set out, Section 75 protection only covers payments made by the account holder which is Mr G. Whilst Mrs G is an additional card holder and had authority to discuss the account, she isn't the account holder so her payments weren't covered.

I'm very sorry to disappoint Mr and Mrs G as I can see how strongly they feel in this matter. But as I haven't been persuaded Tesco Bank misled Mr and Mrs G or treated them unfairly I'm unable to uphold this complaint.

## **My final decision**

My decision is that I don't uphold Mr G's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 8 April 2025.

Marco Manente  
**Ombudsman**