

The complaint

Mr S complains about information recorded on his credit file by Barclays Bank UK PLC trading as Barclaycard.

What happened

Mr S had a credit card with Barclaycard with a credit limit of £800. In June 2016 Mr S was able to exceed his credit limit by over £4,000 when using his credit card for gambling. Despite exceeding the credit limit, Mr S' payments weren't blocked by Barclaycard.

Mr S went on to agree a payment arrangement with Barclaycard to reduce the outstanding balance. The payment arrangement was noted on Mr S' credit file along with arrears. The balance was repaid in full in October 2022.

After Mr S complained in 2018 Barclaycard issued a final response on 20 July 2018. That confirmed Barclaycard's agreement to reduce the outstanding balance to £2,806 and that Mr S' payment arrangement would be £40.62 for the next 12 months.

Mr S referred the matter to us in April 2021 but because he didn't do so within six months of Barclaycard's final response dated 20 July 2018 an investigator explained we couldn't consider the merits of his complaint due to the time limits noted in our rules. Mr S' case then closed.

Last year, Mr S referred his concerns to us again, including both the initial error that allowed him to exceed his credit limit by over £4,000 and the information Barclaycard recorded on his credit file. Another investigator looked at Mr S' complaint and repeated the view that the Financial Ombudsman Service was unable to consider the payments he made in June 2016 as his case wasn't referred to us within six months of Barclaycard's final response dated 20 July 2018. But the investigator said that we could consider the information Barclaycard had recorded on Mr S' credit file in the six years before he complained in September 2024.

Mr S didn't accept the investigator's view of his complaint and his case was passed to me to consider and issue a decision in relation to the Financial Ombudsman Service's ability to consider his complaint and whether it was out of time.

Earlier this year, I issued a decision dealing with our jurisdiction and the time limits noted in our rules. That said that as Mr S hadn't referred his complaint about the gambling payments that led to his credit limit being exceeded to the Financial Ombudsman Service within six months of Barclaycard's final response dated 20 July 2018 the rules we operate under didn't allow us to consider the merits of that complaint. I added that whilst we couldn't consider the gambling payments Mr S made in June 2016, we could consider the information recorded on Mr S' credit file over the six years before his complaint was made again last year. The case was then passed back to our investigator.

The investigator took Mr S' case back and looked at the information recorded on his credit file over the last six years. The investigator wasn't persuaded the information recorded was incorrect or inaccurate and didn't uphold Mr S' complaint.

Mr S asked to appeal and said he remained of the view that Barclaycard acted unfairly by allowing him to go over £4,000 above the agreed credit limit. Mr S repeated his view this issue should be considered as part of his complaint. Mr S also said that the credit file information didn't reflect the £800 credit limit and balance that very much exceeded that level. Mr S said the payment markers should only be capture if the balance was under £800. As Mr S asked to appeal, his complaint has 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 need to start by setting out what I can and can't look at in this decision. As noted above and in my previous decision on Mr S' complaint, the time limits noted in our rules limit what we can deal with here. I understand Mr S remains of the view that we should consider the underlying issue that caused the balance of his credit card to exceed the agreed £800 limit due to gambling payments. But those issues were covered in a final response dated 20 July 2018 that gave Mr S six months to refer his complaint to us. Mr S didn't initially refer his complaint to us until April 2021 and then again in September 2024. As noted in the previous decision I issued, because Mr S' complaint about exceeding his credit limit wasn't referred to us within six months of Barclaycard's final response date 20 July 2018 we cannot consider the merits of that complaint. That remains the case.

I should also explain that I'm not saying Barclaycard acted fairly or that its decision to authorise the gambling payments in June 2016 was reasonable. I make no comment on the actions of Mr S or Barclaycard at that time. I'm simply saying that I cannot consider the way Mr S was allowed to exceed his £800 credit limit as his complaint about that issue wasn't referred to us in time. That means the Financial Ombudsman Service simply doesn't have the jurisdiction to consider the merits of that complaint.

As noted in the previous decision I issued, our rules do allow us to consider issues that occurred in the six years before a complaint is made. So we can consider the information that Barclaycard has recorded on Mr S' credit file from 18 September 2018 onwards. We can't consider anything recorded before that date.

Ultimately, whilst I understand Mr S will find my response unsatisfactory, there was an outstanding balance in September 2018 that was subject to a payment arrangement between him and Barclaycard. Mr S has forwarded a print of the relevant Barclaycard entry from his credit file with all three credit reference agencies. I can see that all three credit reference agencies have interpreted the data provided by Barclaycard in slightly different ways. But I note two out of three record the payment arrangement in the following months. In addition, later arrears were recorded while the account was subject to repayment.

Whilst I understand Mr S feels this information fails to reflect the underlying problem, I'm satisfied the information recorded with the credit reference agencies provides a fair description of the account status at the time, accepting there was an outstanding balance that exceeded the agreed credit limit. I note that all three credit reference agencies confirm the account was repaid and closed in October 2022 which is in line with the information Mr S has provided.

I'm very sorry to disappoint Mr S as I can see how strongly he feels about his complaint. But, on balance, I'm satisfied Barclaycard has fairly reported Mr S' credit card activity to the credit reference agencies so I'm unable to tell it to make any amendments or uphold his complaint.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 17 September 2025.

Marco Manente
Ombudsman