

The complaint

Mr S complains that Barclays Bank UK PLC trading as Barclaycard ("Barclaycard") provided him with a card that was unaffordable.

What happened

In July 2024 Mr S applied for a credit card with Barclaycard. The application was accepted and he was provided with a credit limit of £4,400. The credit limit was never increased.

Around June 2025 Mr S complained to Barclaycard. He said at the time the credit was provided, he'd also taken out another loan and had multiple other credit cards. He feels it was clear he was struggling to manage existing debts. He said this credit card has worsened his position.

Barclaycard responded to the complaint, rejecting it. They said there's no evidence they irresponsibly lent, and they carried out various checks at the time, including a credit check. Barclaycard said Mr S passed the appropriate affordability checks.

Mr S was unhappy with the response, so referred his complaint to our Service. An Investigator here looked into things.

They felt the checks carried out were reasonable and proportionate, and a fair decision to lend was made. Mr S challenged the opinion. He said he's had multiple other complaints upheld by Ombudsmen, he said he knows that even if an affordability assessment shows disposable income, complaints can still be upheld and negative indicators on a credit file are enough for Barclaycard to question affordability in more detail.

Because an agreement couldn't be reached, the complaint has been passed to me to decide.

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.

The rules and regulations in place at the time Barclaycard provided Mr S with the credit card required them to carry out a reasonable and proportionate assessment of whether he could afford to repay what he owed in a sustainable manner. This is sometimes referred to as an 'affordability assessment' or 'affordability check'.

The checks had to be 'borrower' focused. This means Barclaycard had to think about whether repaying the credit sustainably would cause difficulties or adverse consequences for Mr S. In other words, it wasn't enough for Barclaycard to consider the likelihood of them getting the funds back or whether Mr S' circumstances met their lending criteria – they had to consider if Mr S could sustainably repay the lending being provided to him.

Checks also had to be 'proportionate' to the specific circumstances of the lending. In general, what constitutes a proportionate affordability check will be dependent on a number of factors including – but not limited to – the particular circumstances of the consumer (e.g. their financial history, current situation and outlook, any indications of vulnerability or financial difficulty) and the amount/type/cost of credit they were seeking. I've kept all of this in mind when thinking about whether Barclaycard did what was needed before lending to Mr S.

Barclaycard have said they completed appropriate affordability assessments, by using credit file data and the information obtained from Mr S. They said there was no adverse information on his credit file, he had credit card balances of £821 and monthly loan repayments of £508, as well as a joint mortgage with a monthly repayment of £689. He had an estimated disposable income of around £300.

Mr S says he took out other products around the same time, and he was already struggling with his existing debt. He said he's had other complaints upheld and believes this one should be too.

I've considered what both parties have said. And I'll start by addressing Mr S' reference to other complaints that have been successful. While I appreciate this may be the case, every complaint is assessed on its own merit and looked at separately. So just because you've had a specific outcome on one complaint, doesn't mean you'll get the same on all other complaints.

What's important to note is that Mr S was provided with a revolving credit facility rather than a loan. This means that Barclaycard was required to understand whether a credit limit of £4,400 could be repaid within a reasonable period of time, rather than all in one go.

Mr S declared a salary of £30,000 per year, and Barclaycard verified his net monthly income to around £2,000. The checks Barclaycard conducted didn't show any adverse information on his credit file. I understand Mr S says he took out other products around the same time, but these weren't yet present on his credit file, which is standard procedure, and not something I could've expected Barclaycard to know about.

I accept Mr S says his actual circumstances at the time were worse than the information Barclaycard had obtained, and I'm really sorry to hear of his difficulties. But there's nothing adverse for Barclaycard to consider on the data they got, and therefore I cannot reasonably say that this is something they ought to have factored into its assessment.

When Mr S applied for the card, Barclaycard gathered information regarding his financial circumstances using both credit reference agency data, verified his income and took information declared by Mr S himself.

I believe the checks Barclaycard carried out were proportionate, and considering the amount being provided to Mr S, and the information they gathered in these checks, I don't think they acted unfairly when providing him with the credit card. I say this because it was for a time there were no signs of financial difficulty in the past and based on the income and expenditure completed, it wouldn't be a significant cost for Mr S to repay this credit in a reasonable period of time based on his salary and existing credit commitments.

I appreciate Mr S has provided his statements after the Investigator issued their opinion. But I'm not considering these as I believe Barclaycard's checks were proportionate. When considering lending complaints, there are no specific checks that lenders must complete before approving an application for credit. The rules set out by the regulator merely state that checks should take place and that they should be proportionate to the type and amount of

credit being provided. But there is no obligation on lenders to ask to see bank statements, so Barclaycard didn't make an error when they didn't automatically ask to see Mr S' bank statements before approving the applications.

Barclaycard have explained that when Mr S applied for credit, they reviewed his credit file. Having done so they were satisfied he had enough disposable income to meet the monthly repayments. So, they didn't ask for additional information before approving his application as there was nothing in the initial checks, they completed to indicate that was necessary. I think this is fair.

In reaching my conclusions, I've also considered whether the lending relationship between Barclaycard and Mr S might have been unfair to Mr S under s140A of the Consumer Credit Act 1974 ("CCA"). However, for the reasons I've already explained, I'm satisfied that Barclaycard did not lend irresponsibly when providing Mr S with the credit card. And I haven't seen anything to suggest that s140A CCA would, given the facts of this complaint, lead to a different outcome here.

So while it'll likely come as a disappointment to Mr S, I won't be upholding his complaint against Barclaycard for the reasons explained above.

My final decision

It's my final decision that I do not uphold Mr S' complaint against Barclays Bank UK PLC trading as Barclaycard.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 23 September 2025.

Meg Raymond
Ombudsman