

The complaint

Mr J complains that Barclays Bank UK PLC trading as Barclaycard irresponsibly lent to him, and they ignored his vulnerabilities.

What happened

Mr J was approved for a Barclaycard credit card in August 2022, with a £4,200 credit limit. He says that Barclaycard irresponsibly lent to him, a vulnerable customer. Mr J made a complaint to Barclaycard, who did not uphold Mr J's complaint. Barclaycard said that they hadn't acted irresponsibly, and they have now added his vulnerabilities to his account to assist him better in the future. Mr J brought his complaint to our service.

Our investigator did not uphold Mr J's complaint. He said that Barclaycard did not make an unfair lending decision. He said there was no indication that Barclaycard were informed of Mr J's medical condition, and therefore Barclaycard couldn't make adjustments or provide support to Mr J for this.

Mr J asked for an ombudsman to review his complaint. He made a number of points. In summary, he said that Barclaycard's wider group were made aware of his long term health conditions years before the Barclaycard account was opened. Mr J says his account showed high utilisation and prolonged minimum payments only, which was inconsistent with affordable lending. He said Barclaycard didn't complete proportionate checks, and they should've stepped in with how he was managing the account.

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.

Firstly, I'm aware that I've only summarised Mr J's complaint points. And I'm not going to respond to every single point made by him. No discourtesy is intended by this. It simply reflects the informal nature of our service as a free alternative to the courts. If there's something I haven't mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual point to be able to reach what I think is a fair outcome.

I'd like to thank Mr J for sending our service copies of letters about his health. I won't go into too much detail in this decision about Mr J's health, to protect his identity, but I can assure Mr J that I've read everything he's said and sent us regarding this.

Before agreeing to approve the credit available to Mr J, Barclaycard needed to make proportionate checks to determine whether the credit was affordable and sustainable for him. There's no prescribed list of checks a lender should make. But the kind of things I expect lenders to consider include - but are not limited to: the type and amount of credit, the borrower's income and credit history, the amount and frequency of repayments, as well as the consumer's personal circumstances. I've listed below what checks Barclaycard have done and whether I'm persuaded these checks were proportionate.

Barclaycard used information that Mr J provided such as his income, and information from a Credit Reference Agency (CRA). Mr J declared a gross annual income of £55,000. The CRA that Barclaycard used showed Mr J had no defaulted accounts, and no accounts in arrears for the previous 12 months.

Mr J had active unsecured debt showing as being £6,924. So if this was added to the £4,200 credit limit, then Mr J would have a debt to declared gross annual ratio of around 20.2%, so it wouldn't appear that Mr J would be overindebted. In addition to this, if Mr J transferred a balance from another credit card provider to Barclaycard, then his debt to income ratio could be even lower than this (which his first statement shows he did do this).

Barclaycard also completed an affordability assessment for Mr J. While I accept what Mr J has said about Barclaycard not asking him directly for details about his outgoings, they are not required to do this for each lending decision. But Barclaycard did use modelling, which is an industry standard way of estimating outgoings, and information from the CRA about Mr J's credit commitments, to build this into the affordability assessment. The affordability assessment showed that Mr J would have a sufficient disposable income to be able to meet sustainable and affordable repayments for a £4,200 credit limit.

So in the absence of any adverse information on Mr J's credit file, and the disposable income showing after the affordability assessment, then I'm not persuaded it would have been proportionate for Barclaycard to have contacted Mr J directly to ask him details about income and outgoings, or to request evidence of this from something like a bank statement, as this wouldn't be proportionate in the circumstances here.

So I'm persuaded that Barclaycard's checks were proportionate, and they made a fair lending decision to provide a £4,200 credit limit for Mr J.

I've considered what Mr J has said about how he managed the account and the minimum repayments he made. Mr J's credit limit was later reduced to £2,400, but when it was at £4,200, his highest balance on the account was his first statement balance of £3,145.21, and every month after this, his statement balance was lower.

In most months Mr J paid a lot more than his minimum repayment. Mr J's first statement where his credit limit was £2,400 (March 2023), showed that he made repayments totalling £700, even though his minimum repayment from his previous statement showed a payment request of £93.04.

There was only one occasion that I could identify that Mr J paid his minimum repayment after his credit limit had been lowered to £2,400 (on 9 July 2024), but in the previous statement period Mr J made repayments totalling £2,112.55, and in the statement period after he paid the minimum repayment, he made repayments totalling £900.

Even on the last statement period I have access to, May 2025, Mr J had made repayments totalling £501.90. So while Mr J had been around his credit limit of £2,400 since September 2024, it would not appear he was experiencing financial difficulties due to the significant total repayments he was making each month towards the account, and prior to May 2025, he incurred no late or overlimit fees (I do note on one statement period he exceeded his credit limit, but he was not charged for this and he quickly brought his account back within its credit limit).

I've considered what Mr J has said about his vulnerabilities. While his payment history does not show signs of vulnerabilities, I've checked Barclaycard's system notes to see if Mr J had contacted Barclaycard to make them aware of any vulnerabilities.

I can see that Mr J asked for help in July 2025. The notes show that Barclaycard waived interest for three months, and they suppressed overlimit fees, so it does appear that Barclaycard were able to offer Mr J some forbearance here.

I can see a note from 30 November 2022, which appears Barclaycard added a vulnerable customer status as the note shows Mr J told them his mental health can affect his mood and his thoughts, and it was hard to manage. But I'm not persuaded that this meant that Barclaycard should do anything differently at this stage. The following months' statement period (December 2022) showed Mr J making total repayments of £1,025. So it didn't appear that his vulnerabilities were affecting his ability to manage his account and make affordable and sustainable repayments, as Mr J sustained large repayments (apart from one minimum repayment), until just before he asked for help.

I've considered what Mr J has said about notifying Barclaycard's wider group about his vulnerabilities. As this complaint is against Barclaycard, I can only look into Barclaycard's actions. But out of courtesy to Mr J, I did ask Barclaycard to send me the system notes for a company in their wider group.

As Mr J said he told them about his vulnerabilities years before he opened his Barclaycard account, the company in Barclaycard's wider group have sent system notes going back to 2015. On 20 September 2022, there is a system note where Mr J told them about his mental health (similar to the system note added on his Barclaycard system notes on 30 November 2022). This note shows the support Mr J needs, but this is not in relation to how Mr J manages money, as it asks staff to be patient when he speaks to branch staff and over the phone, how he needs staff to speak to him, and how his mood can affect his reactions.

So I could not identify any system notes on Barclaycard's wider group systems that should have resulted in Barclaycard treating Mr J any differently than they did, as he managed his account well for a number of years before falling into financial difficulty, therefore I'm not persuaded that this would have been foreseeable to Barclaycard prior to his account being opened, or months prior to Mr J notifying them of him needing help.

I've also considered whether the relationship might have been unfair under s.140A of the Consumer Credit Act 1974. However, for the reasons I've already given, I can't conclude that Barclaycard lent irresponsibly to Mr J otherwise treated him unfairly in relation to this matter. I haven't seen anything to suggest that Section 140A would, given the facts of this complaint, lead to a different outcome here.

My final decision

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 3 March 2026.

Gregory Sloanes
Ombudsman