

Complaint

Miss W has complained about a credit card Barclays Bank UK PLC (trading as “Barclaycard”) provided to her. She says that the card was provided to her despite her existing high debt levels and it clearly being unaffordable for her.

Background

Barclaycard provided Miss W with a credit card with a limit of £2,650.00 in July 2022. The credit limit on the card was never increased.

One of our investigators reviewed what Miss W and Barclaycard had told us. And she thought Barclaycard hadn’t done anything wrong or treated Miss W unfairly. So she didn’t recommend that Miss W’s complaint be upheld. Miss W disagreed and asked for an ombudsman to look at her complaint.

My findings

I’ve considered all the available evidence and arguments to decide what’s fair and reasonable in the circumstances of this complaint.

We’ve explained how we handle complaints about unaffordable and irresponsible lending on our website. And I’ve used this approach to help me decide Miss W’s complaint.

Barclaycard needed to make sure it didn’t lend irresponsibly. In practice, what this means is Barclaycard needed to carry out proportionate checks to be able to understand whether Miss W could afford to repay any credit it provided.

Having carefully considered everything, I’ve decided not to uphold Miss W’s complaint. I’ll explain why in a little more detail.

Our website sets out what we typically think about when deciding whether a lender’s checks were proportionate. Generally, we think it’s reasonable for a lender’s checks to be less thorough – in terms of how much information it gathers and what it does to verify it – in the early stages of a lending relationship.

But we might think it needed to do more if, for example, a borrower’s income was low or the amount lent was high. And the longer the lending relationship goes on, the greater the risk of it becoming unsustainable and the borrower experiencing financial difficulty. So we’d expect a lender to be able to show that it didn’t continue to lend to a customer irresponsibly.

Barclaycard says it agreed to Miss W’s application for a credit card after it obtained information on her income and carried out a credit search. And the information obtained indicated that Miss W would be able to make the monthly repayments due on a credit limit of £2,650.00. On the other hand, Miss W says that she shouldn’t have been lent to given her existing debts at the time.

I’ve considered what the parties have said.

What's important to note is that Miss W was provided with a revolving credit facility rather than a loan. And this means that to start with Barclaycard was required to understand whether a credit limit of £2,650.00 could be repaid within a reasonable period of time, rather than all in one go. It's important to note that a reasonable period of time isn't defined in the rules. Although, the guidance indicates that the typical term associated with repaying a fixed-sum loan of this much provides a useful yardstick.

From the information provided, it looks like Miss W declared that she was employed and earning £23,000.00 a year, which Barclaycard cross-checked against information from credit reference agencies on the funds that she received into her main bank account each month. Barclaycard's credit check showed that Miss W didn't have any recent previous difficulties repaying credit – such as defaulted accounts or county court judgments recorded against her. However, these checks did also show that Miss W did have some existing debts - some of which were on credit cards.

Miss W says that she shouldn't have been lent to because of her existing debts. However, I note that this credit card had a 0% interest rate offer for balance transfers. And given Miss W had total existing credit card balances of just under £2,500.00, she had the option of transferring all of her existing credit card debt on to this account. If she did this, she wouldn't have to pay any interest on her credit card debt going forward.

Indeed, I think that Miss W applied for this credit card in order to transfer existing balances on to this account at 0% interest. Barclaycard would have seen that Miss W did transfer interest accruing balances onto this credit card. I'm therefore satisfied that Miss W was always likely to pay less interest than she would have done had any balances stayed where they were and she was therefore able to make larger inroads into her balance.

Bearing in mind all of this and the fact that the information gathered suggested that Miss W was likely to be able to repay what she could owe within a reasonable period of time, I think that Barclaycard's checks were reasonable and proportionate. And in these circumstances, unlike the investigator, I think Barclaycard was entitled to provide this credit card based on the information it had.

In any event, even if I were to agree that Barclaycard ought to have done more here, I don't think that it doing so would have resulted in it making a different decision on lending to Miss W. I say this because having considered the evidence Miss W has provided, I don't think that Barclaycard obtaining further information on Miss W's committed regular living expenses at the time and supplementing what it knew about her credit commitments, is likely to have led it to conclude that she did not have the funds to sustainably make the repayments due.

I also think that it might help for me to explain that proportionate checks wouldn't have extended into obtaining bank statements. So Barclaycard wouldn't have been aware of any continued overdraft use and I don't think that it could reasonably be expected to know that Miss W would continue making buy now pay later transactions either. It's also worth saying that the type of analysis that Miss W has now carried out simply isn't commensurate with a proportionate check for the credit Barclaycard was providing.

For the sake of completeness, I would also add that I've considered what Miss W has said about her medical condition. I'm sorry to hear about what she's told us. Although, as Miss W was diagnosed in 2025, it's clear that this is information that Barclaycard didn't know about and neither could it be expected to have known about at the time it lent either. As this is the case, while I sympathise with what Miss W has told us about her condition and the effect that

it may have had on her ability to make her payments, I don't think it means that Barclaycard shouldn't have lent to her.

Finally, I've noted what Miss W has said about Barclaycard offering her a credit limit increase despite being in a position where she couldn't afford it. However, as this offer was withdrawn before it was implemented, I'm satisfied that she didn't lose out as a result. And I don't think that Barclaycard's actions in relation to this matter were unfair either.

In reaching my conclusions, I've also considered whether the lending relationship between Barclaycard and Miss W might have been unfair to Miss W under section 140A of the Consumer Credit Act 1974 ("CCA").

However, for the reasons I've explained, I've not been persuaded that Barclaycard irresponsibly lent to Miss W or otherwise treated her unfairly in relation to this matter. And I haven't seen anything to suggest that section 140A CCA or anything else would, given the facts of this complaint, lead to a different outcome here.

Overall I don't think that Barclaycard treated Miss W unfairly or unreasonably when providing her with her credit card. Arguably, it carried out proportionate checks before providing this credit card to Miss W. But even if it had done more Barclaycard would likely have concluded that the balance transfer offer would have left her in a better position going forward.

I know that Miss W has referred to having complaints against other lenders upheld. However, my role here is to consider the facts of this case and reach my own independent conclusion. For the reasons I've explained, I'm satisfied that Barclaycard didn't act unfairly or unreasonably towards her in respect of this credit card.

So while Miss W may have had other complaints upheld, I've not been persuaded to uphold this complaint. I appreciate this will be very disappointing for Miss W. But I hope she'll understand the reasons for my decision and that she'll at least feel her concerns have been listened to.

My final decision

For the reasons I've explained, I'm not upholding Miss W's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 12 March 2026.

Jeshen Narayanan
Ombudsman