

## **The complaint**

Mrs G says Barclays Bank UK PLC irresponsibly lent to her.

## **What happened**

Mrs G took out a loan for £10,000 over 48 months from Barclays in November 2024. The monthly repayments were £271.01. She then refinanced that loan in March 2025 with a second loan for £21,900, £12,561.19 of which she received after settling loan 1. The monthly repayments were £470.

Mrs G says Barclays failed to conduct proper affordability checks, and did not treat her fairly when she reached out for financial hardship support.

Our investigator did not uphold Mrs G's complaint. She found no failings on the bank's part.

Mrs G disagreed and asked for an ombudsman's review. She said, in summary, it is wrong to assume the loan would be jointly repaid – she had sole liability for the debt; the bank's checks were flawed and inconsistent; and the sustainability of the repayments was not considered – no buffer for life events was built in.

## **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.

Our approach to unaffordable/irresponsible lending - including all the relevant rules, guidance and good industry practice - is set out on our website and I have followed it here. Barclays is required to lend responsibly. It needed to conduct checks to make sure that the credit it offered to Mrs G was affordable and sustainable. Such checks need to be proportionate to things like the value of the credit it offered, how much had to be repaid (including interest and charges) each month, her borrowing history with it and what it knew about her circumstances. But there is no set list of checks it had to do.

This means to reach a decision about an irresponsible lending complaint we typically consider if the lender carried out proportionate checks; if so, did it make fair lending decisions based on the results of its checks; and if not, what better checks would most likely have shown.

For both loans Barclays reviewed certain information before lending. It reviewed Mrs G's monthly income as she banked with it, adding a £100 buffer; it modelled her housing and essential living costs using statistical data; and it completed a credit check to understand her credit commitments and repayment history. I am aware it used the wrong income figure for loan 2 in its final response letter, but I have seen the affordability assessment from the time of the application and can assure Mrs G it used the right figure of £2,754 when making its lending decision. Based on the results of these checks combined it concluded Mrs G had the disposable income needed to take on both loans.

I am satisfied these checks were proportionate in the circumstances as Barclays verified the income and completed an external credit check. I note the investigator felt she couldn't make this finding as the results from the credit check were no longer available, but I am satisfied it is nonetheless reasonable to make that finding as the bank did complete those checks and has provided some summary information. This nuance does not impact the overall outcome of Mrs G's complaint. And I find Barclays made fair lending decisions based on the information it gathered.

The assessments showed Mrs G would have disposable income remaining of £523.99 after taking on loan 1 and £470 after loan 2. However, Barclays had to do more than consider the pounds and pence affordability, it had to check Mrs G would be able to make the repayments sustainably. She argues it did not do this as just one event meant repaying loan 2 became problematic for her, saying '*affordability that collapses on one life shock such as redundancy is not sustainability*'. I am sorry to hear about Mrs G's change in circumstances, but I disagree with her argument. We would not expect a lender's affordability assessment to plan for such a change in circumstances. Arguably, no lending products would be approved if lenders were expected to scenario plan for a total loss of salary.

Barclays has been unable to provide the detailed results of its credit checks as it uses the data in real time. But from the credit file Mrs G provided, which serves as a reliable proxy, I can see that whilst Mrs G was using other lines of credit they were well-managed. There was no adverse data on her file. There were none of the common indicators of financial strain such as a persistent reliance on an overdraft or the use of payday loans.

Mrs G also raised that it cannot be assumed the loan repayments would be shared with her partner. I agree with this point. It was not a joint loan, no assessment had been made of her partner's financial circumstances and she was solely liable. But the bank's lending decisions were based on the affordability and creditworthiness of Mrs G alone, so I need not comment further on this.

It follows I find Barclays was not wrong to give either loan to Mrs G.

I have then considered if Barclays acted unfairly towards Mrs G in some other way. She says it did not support her when she was struggling financially during the term of loan 2. I have listened to the relevant calls between the parties. On the first call, when Mrs G was still in receipt of her full salary but the future of her job was uncertain, Barclays offered a 30-day hold. Mrs G opted to first speak to one of the credit reference agencies to fully understand the impact on her file of doing this. She appeared satisfied with the support and information given on that call, saying it had been '*very helpful*'.

On the second call, around three weeks later, Mrs G was still unsure if she was going to lose her job, but said it would not be before December 2025/January 2026. It transpired however that she was looking to move overseas with her partner before then. Barclays then reviewed Mrs G's income and outgoings in detail, she confirmed she was up to date on her priority bills and had repayment plans in place with her other creditors, apart from one that was still in discussion. Barclays included a 'money in your purse' buffer of £120 per month for unexpected costs. This budget plan showed Mrs G could afford to make the loan repayments, albeit with just £6 disposable income remaining. As this was the outcome, and there was a buffer in the plan, Barclays said as at that date (and as Mrs G had no arrears) it had no options to offer her as there was no evidence of financial difficulty. It did reassure her if that changed, there would be support available. I can see it was difficult to do more at that stage as there were so many uncertainties around Mrs G's future income. I think it was reasonable to suggest she should get back in touch when/if her situation changed. Again, Mrs G said the bank had been really helpful. In the round, I cannot find any failings in its conduct on those calls.

I would remind Barclays of its obligation to continue to treat Mrs G positively and sympathetically, with forbearance as appropriate, as the parties work to agree a way forward for Mrs G to repay the outstanding balance.

I've also considered whether the relationship might have been unfair under Section 140A of the Consumer Credit Act 1974. However, for the reasons I've already given, I don't think Barclays lent irresponsibly to Mrs G or otherwise treated her 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 am not upholding Mrs G's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 9 March 2026.

Rebecca Connelley  
**Ombudsman**