

## The complaint

Mr H complains that Barclays Bank UK PLC trading as Barclaycard acted irresponsibly by providing him with, and increasing the limit on, a credit card.

## What happened

In April 2016, Barclaycard approved Mr H's application for a credit card, giving him a limit of £5,000. The limit was increased four times as follows:

January 2018	£5,500
January 2019	£6,500
March 2021 – Credit limit decrease to £3,000	
August 2022	£4,500
May 2023	£6,500

The account was still open at the time of Mr H's complaint.

In August 2025, Mr H complained to Barclaycard about irresponsible lending and unaffordable credit limit increases ('CLI').

Barclaycard responded to Mr H's complaint in September 2025 explaining that the complaint about the account opening and the first two CLIs fell outside the timeframes set by the Financial Conduct Authority (FCA) and so did not review these. With regards to the CLIs in August 2022 and May 2023, they were satisfied that they'd carried out the relevant affordability assessments for these decisions.

Mr H wasn't happy with Barclaycard's response, so he referred his complaint to the Financial Ombudsman. One of our investigators looked at the complaint and said it could reasonably be considered as being about an unfair credit relationship as described in Section 140A of the Consumer Credit Act 1974 ("Section 140A"). That being so, she felt it had been referred in time and went on to consider the merits of the complaint. Having done so however, she didn't uphold it.

Mr H didn't agree with the opinion of the investigator. He felt too much weight had been placed on average income and expenditure figures and not enough on whether the lending was sustainable in practice without causing financial difficulty.

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.

Having done so, I'm not upholding Mr H's complaint. I know this is likely to be disappointing for Mr H, so I'll explain the reasons for my decision.

There are time limits for referring a complaint to the Financial Ombudsman Service, and Barclaycard think this complaint was referred to us too late. Our investigator explained why she didn't, as a starting point, think we could look at a complaint about the lending decisions that happened more than six years before the complaint was made. But she also explained why it was reasonable to interpret the complaint as being about an unfair relationship as described in Section 140A, and why this complaint about an allegedly unfair lending relationship had been referred to us in time.

For the avoidance of doubt, I agree with our investigator that I have the power to look at the complaint on this basis. I think this complaint can reasonably be considered as being about an unfair relationship as Mr H says he was going through financial hardship and personal difficulties at the time Barclaycard lent to him. This may have made the relationship unfair as he said it ultimately worsened his financial situation. I acknowledge Barclaycard still don't agree we can look at this complaint, but as I don't think it should be upheld, I don't intend to comment on this further.

Given what Mr H has complained about, I need to consider whether Barclaycard's decision to lend to him and increase his credit limit, or their later actions, created unfairness in the relationship between him and Barclaycard such that they ought to have acted to put right the unfairness – and if so whether they did enough to remove that unfairness.

Mr H's relationship with Barclaycard is therefore likely to be unfair if they didn't carry out proportionate affordability checks and doing so would have revealed its lending to be irresponsible or unaffordable, and if they didn't then remove the unfairness this created somehow.

We've set out our general approach to complaints about unaffordable or irresponsible lending on our website, and I've taken this into account in deciding Mr H's case.

I've decided the credit was provided fairly because:

#### Account opening and CLIs one and two

- Due to the passage of time, Barclaycard don't hold any affordability or credit check information for these lending decisions. As they all took place by January 2019, I don't find it surprising that Barclaycard no longer hold details of the checks they carried out at the time. Businesses are not obliged by law or good industry practice to hold information indefinitely - generally they only do so for six years or so. But without the information, I can't reasonably say that Barclaycard carried out reasonable and proportionate checks on these three occasions.
- In order to try to understand what Barclaycard might have found had they done so, our investigator asked Mr H for copies of his bank statements from the time. That's not to say that Barclaycard ought to have asked for them, but they would give us an understanding of his financial situation at the time.
- Whilst we don't have statements covering the account opening in April 2016, Mr H did provide statements going back to 2014. Based on this, I can see Mr H's overall financial circumstances remained roughly the same throughout the entire period. And Mr H didn't suggest that his financial circumstances were different at the point he applied for the account. So, I'm persuaded I can rely on the information contained in the later statements to establish Mr H's situation at account opening.
- I reviewed Mr H's joint account statements for the three months leading up to the

CLIs one and two. To be clear, I'm not saying Barclaycard should have reviewed these statements. Rather, I'm relying on the information contained in the statements to decide what Barclaycard would have found out had they asked more questions.

- During these periods, I can see Mr H earned on average between £1,900 and £2,020 per month. His wife's income of around £1,450 was also paid into this account. In terms of the household monthly expenditure, I found this totalled around £2,800 (including the mortgage payment, credit commitments, bills, food costs and petrol).
- Based on these figures, I'm satisfied Mr H was left with enough disposable income to afford sustainable repayments towards the new limits. So, this means I'm persuaded Barclaycard would still have lent to Mr H even if they had asked him more questions about his income and expenditure.
- I can see there were some instances before these CLIs where Mr H incurred some over the limit fees. However, I'm satisfied Mr H went over his limit only by small amounts and also was able to repay his balance in full shortly before both CLIs. And so, I'm not persuaded Barclaycard ought to have known Mr H was struggling financially or couldn't afford the CLIs.

#### CLIs three and four

Mr H's limit was decreased to £3,000 in March 2021 before being increased again to £4,500 in August 2022 and £6,500 in May 2023.

Having reviewed Mr H's account data, I can see the highest balance he incurred after August 2022 was around £1,600 in December 2023. So, as Mr H never used the available limits of £4,500 and £6,500, I'm satisfied these increases caused him no financial loss. I've therefore not reviewed these any further.

This all means I don't think Barclaycard did anything wrong when it provided the credit card to Mr H, or when they increased the limit.

I appreciate Mr H feels we should be considering his wider financial circumstances at the time of the increases, specifically the fact he was making minimum repayments across multiple credit cards and relying on his overdraft to afford his everyday living costs. However, I hope my decision has gone some way to explain why I'm not persuaded Barclaycard needed to go as far as reviewing his bank statements.

In reaching my conclusions, I've also considered whether the lending relationship between Barclaycard and Mr H might have been unfair to Mr H under Section 140A. However, for the reasons I've already given, I don't think Barclaycard lent irresponsibly to Mr H or otherwise treated her unfairly. I haven't seen anything to suggest that Section 140A or anything else would, given the facts of this complaint, lead to a different outcome here.

I appreciate Mr H feels very strongly about this matter and I know this isn't the outcome he hoped for. But for the reasons above, I'm not asking Barclaycard to do anything to put things right.

#### **My final decision**

My final decision is that I'm not upholding Mr H's complaint about Barclays Bank UK PLC trading as Barclaycard.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 13 May 2026.

Amelie Makris  
**Ombudsman**