

The complaint

Mr C complains about Barclays Bank UK PLC trading as Barclaycard's ongoing provision of a credit card, which he says has led to financial difficulties.

What happened

Mr C complained to Barclaycard in 2020 about irresponsible lending of a credit card. His complaint was referred to our service and resolved by one of my ombudsman colleagues in May 2021.

Mr C complained to Barclaycard in 2025 about the ongoing provision of the credit card; saying it had failed to identify signs of financial difficulty across the years, which ought reasonably to have led to it not continuing to provide the agreement on the same terms.

Barclaycard issued a final response in July 2025 in which it said this wasn't a complaint it would review. It said this as it felt Mr C's complaint about its lending decision and management of the account had been raised outside of the regulatory timescales for complaining.

One of our investigators looked at the details of the complaint and considered it was reasonable to interpret it to be about the fairness of Mr C's relationship with Barclaycard. As such she went on to review the details of the complaint on this basis. Having done so she didn't think Barclaycard had acted unfairly in continuing to provide Mr C with the credit agreement on the same terms. So, she didn't uphold the complaint.

Barclaycard didn't respond to our investigator's view; Mr C responded and disagreed. He maintained his position and, in summary, said:

- He made Barclaycard aware of gambling problems when the full balance was repaid in 2018, and again following his complaint in 2021.
- Barclaycard was required to monitor his account for signs of financial distress and proactively intervene, reviewing affordability and amending the terms of credit being provided where appropriate.
- Barclaycard's actions in allowing him to utilise the credit limit following full repayment of the outstanding balance in 2018 caused foreseeable financial harm
- Barclaycard's ongoing provision of the credit agreement has led to an unfairness in the relationship.

Mr C asked for an ombudsman's review, so the complaint has been passed to me to decide.

As I've set out above, Mr C previously complained about Barclaycard's original lending decision which was resolved by way of an ombudsman's final decision in May 2021. As such, my decision here deals with Barclaycard's ongoing provision of this credit facility, and whether I consider its actions have brought about an unfair relationship. I've not commented on the events considered and set out within my ombudsman colleague's final decision.

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 information in this case is well known to Mr C and Barclaycard, so I don't intend to repeat it in detail here. I'd like to assure both parties that I've carefully reviewed all submissions provided. However, in my decision I've not referenced all of the points or touched on all the information that's been provided. Instead, I've focused my findings on what I consider to be the key points and relevant facts of this complaint. I don't mean to be discourteous to Mr C or Barclaycard by taking this approach, but this simply reflects the informal nature of our service.

Initially I think it's helpful for me to set out that there are time limits for bringing a complaint to our service, and Barclaycard has said Mr C's complaint in part was referred to us late, and in part has already been dealt with by way of an ombudsman's decision. Our investigator set out within their view why they didn't think we could look at a complaint about the original lending event, as this had already been dealt with by our service.

But they also went on to explain why it was reasonable to consider Mr C's complaint as being about an unfair relationship as described in section 140A (s.140) of the Consumer Credit Act 1974 (CCA); and why they therefore considered Mr C's complaint about an allegedly unfair lending relationship had been made to us in time. Our investigator therefore considered the ongoing provision of the credit card facility, as well as Barclaycard's actions following full repayment of the balance and full utilisation of the credit limit in 2018.

I don't intend to go into the same level of detail our investigator already set out in my decision here, but for the avoidance of doubt I agree with our investigator that I have the power to look at Mr C's complaint on this basis. I say this because I'm satisfied Mr C's complaint is that Barclaycard irresponsibly continued to provide him with this credit facility when there were signs of financial difficulty, and that this created an unfairness in the relationship.

The ongoing provision of this credit agreement may have made the relationship unfair, as Mr C may have paid more in interest and charges than he could afford. I acknowledge Barclaycard doesn't agree we can look at the events Mr C complains of, but as I'm not upholding this complaint I won't be commenting on this further.

In deciding what's fair and reasonable I'm required to take into account, amongst other matters, relevant law. As I consider Mr C's complaint is about the fairness of his relationship with Barclaycard, relevant law in this case includes s.140A-C of the CCA.

S.140A says a court may make an order under s.140B if it determines that the relationship between the creditor (Barclaycard) and the debtor (Mr C), arising out of a credit agreement is unfair to the debtor because of one or more of the following, having regard to all matters it thinks relevant:

- any of the terms of the agreement.
- the way in which the creditor has exercised or enforced any of his rights under the agreement.
- any other thing done or not done by or on behalf of the creditor.

Case law shows that a court assesses whether a relationship is unfair at the date of the hearing, or if the credit relationship ended before then, at the date it ended. That assessment

has to be performed having regard to the whole history of the relationship. Barclaycard has confirmed the relationship is ongoing as the debt is still outstanding.

S.140B sets out the types of orders a court can make where a credit relationship is found to be unfair – these are wide powers, including reducing the amount owed or requiring a refund, or to do or not do any particular thing.

Given the details of Mr C's complaint, I need to consider whether Barclaycard's ongoing provision of the facility, or any other actions it may have taken, created an unfairness in the relationship between him and Barclaycard; and if it did, whether it took reasonable steps to remove that unfairness.

Barclaycard's ongoing provision of the credit agreement and collection and recovery actions

Mr C has said Barclaycard's ongoing provision of this credit agreement led to financial difficulties, and that under various legal instruments and provisions it needed to monitor the use of the agreement. Mr C's said Barclaycard's failure to act on signs of financial difficulty brought about an unfair relationship.

I've carefully considered Mr C's comments and the requirements on Barclaycard against the relevant rules and regulations in place at the time. Having done so, I don't consider its ongoing provision of the facility on the same terms as originally provided to have been unreasonable, nor its actions when Mr C was unable to maintain payments to the agreement in line with the agreed payment arrangements. I say this because:

- I acknowledge from account opening in 2017 to mid 2021, when one of my ombudsman colleagues issued their final decision, that there are instances of Mr C's balance exceeding his agreed limit. However, this was largely for relatively modest amounts (generally not exceeding any more than around 1 to 2% of the agreed credit limit). And Mr C largely maintained his monthly minimum payments in line with his contractual obligations, which is something Barclaycard needed to take reasonable notice of.
- I've seen that across 2018 in the lead up to Mr C repaying the outstanding balance in full, there had been consecutive missed monthly payments. However, by repaying the balance in full Mr C brought the account back in line with the terms of the agreement; and I don't consider it unreasonable that Barclaycard would have viewed this as a positive sign.
- Barclaycard engaged with Mr C in early 2020 about persistent debt, in line with its regulatory requirements on this matter. And when Mr C's management of the account declined again, largely across 2020, I've seen this culminated in his complaint to Barclaycard about the original lending decision.
- My ombudsman colleague set out within their decision that interest and charges had been fairly applied to the account, and following the final decision I've seen Barclaycard further engaged with Mr C about his financial situation.
- Barclaycard provided forbearance by refunding interest and charges that were applied to the account in June 2021, and by suppressing future interest and charges to the account from July 2021. It also agreed to multiple payment plans; however, when these weren't maintained Barclaycard defaulted the account and terminated Mr C's agreement; which I don't consider to have been unreasonable given the status of the account and the management history.

Taking into account the details set out above, I've not seen anything to suggest Barclaycard acted unfairly in its ongoing provision of the credit facility on the same terms; nor in the forbearance and collection and recovery actions it took.

The full repayment of the credit agreement and subsequent use of the limit in 2018

Mr C says with the support of a family member he repaid his outstanding balance in full in 2018; and made Barclaycard aware at this time of his concerns with his gambling. Mr C says Barclaycard acted unfairly by continuing to provide the facility on the same terms after this point, and in allowing him to utilise the full credit limit within a month of it being repaid in full.

I don't doubt Mr C's recollection of the events that unfolded in 2018. However, the documentary evidence by way of contact notes that Barclaycard has been able to provide doesn't evidence it being made aware that he was concerned with his gambling activities; and the contact notes I've seen show activity dating back to account opening in 2017.

As my ombudsman colleague noted in their final decision, it was Mr C's choice on how he wanted to use the account, as long as it was within the terms of the agreement. And in 2018 there were no regulatory restrictions on the use of credit for gambling transactions.

So, while I acknowledge Barclaycard ought reasonably to have been aware that Mr C was at least in part using the facility to gamble, I can't reasonably conclude it was made aware of Mr C's concerns with his gambling in 2018; or that it should have taken further action at this point to prevent the account being used for further gambling.

I consider Barclaycard was certainly on notice of Mr C's concerns with his gambling by May 2021, following the final decision on his previous complaint. However, I note that no further spending was permitted on the account from May 2021; and no further interest or charges were applied to the account (or were refunded) from June 2021. So, Barclaycard ensured no financial detriment from the point I consider it was reasonably aware of Mr C's concerns with his gambling and needed to have taken action.

Although Mr C utilised the available credit limit in 2018 within a short space of time of repaying the outstanding balance in full, I don't consider this ought reasonably to have been overly concerning to Barclaycard, at least to the extent that it amended the terms of the agreement. I say this while taking into account that Mr C's use of the facility was made up of a number of different transactions, with a large proportion appearing to have been used to repay existing borrowing with other lenders. So, it appears a large part of this utilisation consolidated some of Mr C's existing lending.

Given the requirements on Barclaycard in 2018, I don't consider its actions in continuing to provide Mr C with this credit agreement on the same terms following the full repayment and subsequent use of the facility to have been unreasonable.

Summary

Taking all of the above into account, I've not been presented with any evidence which leads me to conclude Barclaycard has acted unfairly or unreasonably in the individual circumstances of this complaint, and therefore that it brought about an unfairness in the relationship.

I acknowledge my decision will be disappointing to Mr C; in no way is it intended to doubt or downplay the personal and financial circumstances he's made us aware of, which I am sorry to hear of. But for the reasons I've set out above, it follows I'm not directing Barclaycard to take any further action in resolution of this complaint.

My final decision

My final decision is that I don't uphold Mr C's complaint about Barclays Bank UK PLC trading as Barclaycard.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 8 April 2026.

Richard Turner
Ombudsman