

## **complaint**

Mr M complains that Barclays Bank UK PLC trading as Barclaycard irresponsibly increased the credit limit on his credit card account to a level that was unaffordable.

## **background**

Mr M says Barclaycard irresponsibly increased his credit card limit and ignored his ability to repay the debt and his own vulnerability. He questions if Barclaycard considered his other debts at the time or his income and the affordability of those increases. Mr M says he was withdrawing cash from the account to spend on gambling and Barclaycard should have considered that. Mr M also says Barclaycard failed to consider his health, age and income and expenditure. He would like the debt written off and for Barclaycard to take responsibility for its irresponsible lending. Mr M also complains about threatened legal action about the debt and that Barclaycard has sold the debt

Barclaycard says it sold the debt and so Mr M should take up any concerns about legal action with the company it sold the debt to, and says it's entitled to sell the debt. It says it increased the credit limit twice within the period of time complained about and properly considered both, taking into account Mr M's income and using its lending criteria. Barclaycard doesn't accept the increases were irresponsible or unaffordable and says Mr M could have declined the increases. It says Mr M's account was up to date until December 2015 but it can't monitor or dictate what a customer can or can not spend money on. And Mr M did not tell it about his gambling or health problems.

Mr M brought his complaint to us and said that Barclaycard should have considered that at some point he had cleared the credit card balance in 2013/14 and his debt at the time of the increases was about £50,000.

Our investigator thought we could only look at the credit card limits over the six year period from when Mr M complained to Barclaycard and thought there were two increases in that time. The investigator didn't think Barclaycard had lent irresponsibly or that the lending was unaffordable. He thought Mr M made regular payments until December 2015 with no signs of obvious financial difficulties. He also thought it was Mr M's responsibility to tell Barclaycard about any issues such as gambling problems or health issues but didn't think he had done so. The investigator looked at Mr M's credit file which showed that his financial problems started in 2016 some time after the credit increases.

Mr M didn't accept that view and questions why the investigator didn't consider the lowest level of credit and says his credit file doesn't show his financial position in 2014/15. He also questions what information Barclaycard had about his income and says the payments were up to date due to his gambling winnings. Mr M says the investigator ignored his medical position.

The investigator reconsidered his view and came to the same overall view and again thought Mr M could have declined the credit limit increases.

Mr M has asked that his complaint be reviewed by an ombudsman.

## **my findings**

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've come to a similar overall view as the investigator for largely the same reasons. I realise Mr M will be disappointed by my decision and I appreciate how strongly he feels about this complaint.

I've looked at Barclaycard's records and can see that the account was opened in 2008 and that there were two credit limit increases in the time period complained about. I have also looked at the account terms and conditions which say that Barclaycard will review an account and make changes to a credit limit by giving notice and that any increases can be rejected. So I don't think Barclaycard made a mistake or acted unfairly by making changes to Mr M's account and I think it gave him appropriate notice and that he could have rejected those increases. But I can see that he did not.

The key question is if those increases were affordable. And I've come to the overall view that Barclaycard hasn't acted irresponsibly here and that on the face of it the increases were affordable. I'm satisfied that Mr M made regular monthly payments before and after the increases and that Barclaycard considered the increases by carrying out its appropriate checks. I have also looked at Mr M's credit file and I can see that he appeared to have been up to date on his other credit agreements until 2016. So I think at the time of the two credit limit increases they were affordable and that Mr M made regular repayments for some time after the dates of the increases.

I appreciate that Mr M says he was able to make those monthly repayments as he was using his gambling winnings. But I don't think there was any way Barclaycard could have known that or known that Mr M had a gambling problem. I have looked at Barclaycard's records and listened to the call that took place in December 2015 and I don't think at any stage before this complaint had Mr M told it about his gambling problems. I also don't think that Barclaycard should have realised there was a problem as Mr M was making cash withdrawals and I think it was up to Mr M to decide how he used his account. If Mr M had told Barclaycard about either his gambling problems or health difficulties then I would have expected it to have provided support and help. But as I don't think he did tell it about those issues then I can't fairly hold Barclaycard responsible for matters that it was unaware of.

I don't think Barclaycard should have taken into account the lowest level of credit as I think if Mr M wanted a lower credit limit then he could have asked Barclaycard to do so. For the reasons I've explained I don't think Barclaycard could have known about the gambling at that stage.

Overall I'm satisfied Barclaycard did consider the affordability of the credit limit increases and gave Mr M notice of them. I think Mr M continued to make the appropriate repayments which suggest on balance they were affordable. I also think that Mr M's financial position deteriorated in 2016 some time after the increases. I appreciate that Mr M is unlikely to accept my decision but I'm satisfied that brings an end to what we in trying to sort out this complaint informally can do. I also make it clear that I have not considered the actions of the company Barclaycard sold Mr M's debt to as that is subject to a separate complaint.

### **my final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 8 November 2019.

David Singh  
**ombudsman**