

complaint

Mr S2, on behalf of Mr S1, says Barclays Bank PLC shouldn't have sold his father a loan in November 2014. It was unaffordable and must be in breach of the lending code.

our initial conclusions

Our adjudicator didn't recommend the complaint should be upheld. She said the bank completed affordability checks as required; Mr S1 was generally managing his bank account within its agreed overdraft limit; and we wouldn't expect the bank to question where the money had gone once the loan was approved. The third party authority was on Mr S1's account from 2006 so she could find no grounds for the bank to have looked into this at the time of the loan application.

Mr S2 disagreed. He said Mr S1 was unaware of his financial position. Did the third party persuade him to apply for this loan? Why would a non home-owner need a loan for home improvements? And at Mr S1's age he was unlikely to be able to make repayments for the term of the loan. If the bank looked properly at Mr S1's account it's clear someone else is using it.

my final decision

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 reached the same conclusion as the adjudicator and for the same reasons.

I understand Mr S2's strength of feeling. But I don't think the bank's done anything wrong and I can't find a compelling reason to change the proposed outcome. There's no evidence of a bank error. It carried out affordability checks as we'd expect, and I can't see it missed any signs that

Mr S1 was maybe being coerced into applying. If Mr S2 is concerned about the actions of the third party, it would need to raise this as a criminal matter. And the bank would of course co-operate fully with any investigation.

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

Under the rules of the Financial Ombudsman Service, I am required to ask Mr S2, on behalf of Mr S1, either to accept or reject my decision before **8 April 2016**.

Rebecca Connelley

ombudsman at the Financial Ombudsman Service

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

ombudsman notes

what is a final decision?

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

what happens next?

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.