

## **complaint**

Mr T complains that Barclays Bank Plc lent him an unsecured loan for £35,000 without checking his financial history. He wants the debt cleared.

## **background**

Mr T applied for an unsecured loan for £35,000 from Barclays. He met the repayments on time for six months but then complained that Barclays should have checked his financial history before offering him the loan. He said that he did not know the loan amount as he signed the agreement without reading it. He said that he had a gambling habit and wanted the debt cleared. Barclays said that it had followed due process in offering Mr T the loan but it did pay him £100 for its delays in responding to his complaint.

The adjudicator did not recommend that the complaint should be upheld. He thought that Barclays had assessed the affordability of the loan based on the information that Mr T provided and by credit checks and that it had no way of knowing about Mr T's gambling habit. He saw that Mr T had signed the loan agreement, which stated the loan amount and monthly repayments, confirming that he had read it.

Mr T responded that he did not think the adjudicator had been fair.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Mr T says that Barclays did not check his financial history when it offered him the loan. I find that Mr T has banked with Barclays for many years and that it used its knowledge of the way that he maintained his account to offer him a pre-approved loan for £35,000. I find that Mr T asked for the loan to pay for home improvements and Barclays conducted a credit check and credit score and that this showed that the loan was affordable for him. I could not see evidence that Mr T had told Barclays that he had a gambling habit and I find that it would have had no way of knowing about this. I therefore find that Barclays conducted reasonable checks on Mr T's financial history and that it did not make an error.

Mr T says that he did not know the loan amount when he signed the agreement. However, I find that the loan amount and the monthly repayments are clearly set out on the loan agreement that Mr T signed. It was also clearly stated in the pre-contract information that was sent to Mr T and on his bank statement when the loan amount was credited to his account. I am therefore persuaded that Mr T should have reasonably known how much the loan amount was.

It follows that I find that Barclays has not mis-sold the loan to Mr T. It followed its process correctly in assessing the loan's affordability and provided Mr T with clear information about the repayments. Consequently, I find that I do not require Barclays to clear the debt owed by Mr T.

I note that Barclays paid Mr T £100 for its delay in responding to his complaint, which I find to be fair and reasonable as it is what we would recommend in the circumstances. It is open to him to accept the payment.

**my final decision**

For the reasons above, it is my final decision that I do not uphold this complaint and I make no award against Barclays Bank Plc.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr T to accept or reject my decision before 27 April 2015.

Phillip Berechree  
**ombudsman**