

## The complaint

Mr L complains about Barclays Bank UK PLC unfairly removing his overdraft facility.

## What happened

Mr L had two credit facilities with Barclays, an overdraft and credit card, which they removed.

Mr L has complained to our service about Barclays' actions.

Due to his complaint being about two different products, our service set up two separate complaints.

The complaint and decision addressed here is about the removal of Mr L's £1.900 overdraft facility.

Barclays said that they took the decision to remove Mr L's overdraft facility as it hadn't been used within the previous 12 months and only after they gave Mr L the option to have this decision reviewed.

Mr L brought his complaint to our service, but our investigator didn't uphold it.

As Mr L remains dissatisfied his complaint has been referred to me to look at.

## 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 this complaint and I'll explain why.

I'd first like to say:

- We consider the information provided by both parties and use an inquisitorial approach.
- In this case information is incomplete. Mr L says he called Barclays on 10 October 2023, 8 and 25 November 2023 and has provided the Barclays telephone numbers he called, dates and call length. As the call on 25 November 2023 would've occurred after Barclays' 18 November 2023 letter, which notified Mr L of their intention to remove his overdraft and offered another review *'if income information isn't up to date'*, I asked Barclays to check their call records. And, if they had received these calls, to share call recordings and, pertaining to the 25 November 2023 call, any subsequent review notes.
- Despite repeated requests Barclays haven't responded to the above request. As we aren't either the regulator of financial services or court service, where requested information isn't provided, we don't have powers to interrogate business systems.
- Where information is incomplete, I must reach a decision on the balance of probabilities – in other words, what I consider most likely to have happened in light of the available information.

I looked at the terms and conditions that Mr L would've agreed to when he opened his bank account and, from reviewing these, I'm satisfied Barclays were entitled to review and make a change to Mr L's overdraft. This because their terms and conditions include the following:

- *'If you have an arranged overdraft, we can end it at any time and for any reason. We'll give you at least 30 days' written notice and ask you to pay it back'.*

It isn't possible to confirm that Mr L spoke to Barclays on the three dates stated above and Barclays appear to dispute receiving a call on 25 November 2023. However, even if Mr L did speak to Barclays, I think it more likely than not that he wouldn't have been able to influence Barclays to change their lending decision here. I say this for the following reasons:

- They sent the 18 November 2023 letter despite his earlier calls, which appear to have discussed income and expenditure.
- £1,900 was a large overdraft.
- Barclays have a clear duty to be a responsible lender.
- A contributory factor was that Mr L hadn't used his overdraft for more than 12 months and I've seen evidence of this.
- Barclays file notes show they didn't consider the overdraft in isolation. They considered it alongside other lending information, and this included persistent debt on his credit card. And it's clear they identified an affordability risk if Mr L used his overdraft.

I recognise Mr L's frustration and disappointment at losing this overdraft and his other credit facility. But having reviewed the above and all the information on file, I'm satisfied Barclays were entitled to review Mr L's account and acted reasonably and responsibly when making their decision. They gave Mr L the required notice and they followed the terms and conditions of the account.

So, whilst I appreciate Mr L will be disappointed, I'm not persuaded Barclays have acted unfairly here and I'm not upholding this complaint.

### **My final decision**

My final decision is I'm not upholding this complaint against Barclays Bank UK PLC.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 24 May 2024.

Paul Douglas  
**Ombudsman**