

## **complaint**

Mr W complains that Bank of Scotland plc wrongly allowed spending on his credit card that took him significantly over his credit limit. As a result, he's been caused financial difficulties. He'd like the bank to refund the amount it authorised over his agreed limit, and make permanent Mr W's present payment arrangement.

## **background**

Bank of Scotland didn't uphold Mr W's complaint. It said that there were some occasions when the bank accepted transactions over the set credit limit and it hadn't made a mistake. But, as a gesture of goodwill, it refunded the £12 overlimit charge Mr W incurred as a result of what happened.

Our adjudicator felt that the bank had acted within the account terms and conditions. And that it had responded positively and sympathetically by agreeing some temporary measures to assist Mr W whilst he was experiencing financial difficulties. So he didn't feel able to uphold Mr W's complaint or recommend that the bank should take any further action.

Mr W disagrees, so the complaint has been referred to me.

## **my findings**

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

I don't propose to respond to every point Mr W has mentioned in response to the adjudicator's assessment, because it doesn't change the outcome. I've concentrated on dealing with things that make a difference to my decision.

I appreciate that Mr W is unhappy with the response from Bank of Scotland. But, I agree with our adjudicator that, looked at overall, it has given a fair and reasonable response to this complaint.

I say this because the bank was entitled to decide to authorise the spending on Mr W's credit card. The fact that on other occasions it had declined transactions that took him over his limit at the time doesn't make any difference to my decision on this point. The bank has discretion whether or not to authorise overlimit payments – it's a commercial decision for the bank to make.

I've taken into account that had Mr W not given his card to someone else to use he would have been in a position to manage his account so as to avoid any overspending that he's responsible for under the terms of the credit card agreement.

The bank must always treat fairly any customer who is experiencing financial difficulties. But I feel the bank did treat Mr W fairly and reasonably when it agreed to refund the £12 charge he'd incurred (even though it had been properly applied). And Bank of Scotland has agreed measures to help Mr W repay his debt to the bank. It's reasonable to expect that the bank will wish to review those arrangements periodically.

So, taking everything into account, I don't feel I can fairly and reasonably say that the bank has acted wrongly, unfairly or unreasonably. And in these circumstances I don't require the bank to take any further action.

**my final decision**

For these reasons, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr W to accept or reject my decision before 9 July 2015.

Susan Webb  
**ombudsman**