

Complaint

Miss M has complained about a credit card Clydesdale Bank Plc (trading as “Virgin Money”) provided to her. She says she shouldn’t have been provided with this credit card as it was unaffordable for her.

Background

Virgin Money provided Miss M with a credit card which had a limit of £2,500.00 in July 2022. The credit limit on the card was never increased.

One of our investigators reviewed what Miss M and Virgin Money had told us. And she thought Virgin Money hadn’t done anything wrong or treated Miss M unfairly. So she didn’t recommend that Miss M’s complaint be upheld.

Miss M disagreed and asked for an ombudsman to look at her complaint.

My findings

I’ve considered all the available evidence and arguments to decide what’s fair and reasonable in the circumstances of this complaint.

We’ve explained how we handle complaints about unaffordable and irresponsible lending on our website. And I’ve used this approach to help me decide Miss M’s complaint.

Virgin Money needed to make sure it didn’t lend irresponsibly. In practice, what this means is Virgin Money needed to carry out proportionate checks to be able to understand whether Miss M could afford to repay any credit it provided.

Having carefully considered everything, I’ve decided not to uphold Miss M’s complaint. I’ll explain why in a little more detail.

Our website sets out what we typically think about when deciding whether a lender’s checks were proportionate. Generally, we think it’s reasonable for a lender’s checks to be less thorough – in terms of how much information it gathers and what it does to verify it – in the early stages of a lending relationship.

But we might think it needed to do more if, for example, a borrower’s income was low or the amount lent was high. And the longer the lending relationship goes on, the greater the risk of it becoming unsustainable and the borrower experiencing financial difficulty. So we’d expect a lender to be able to show that it didn’t continue to lend to a customer irresponsibly.

Virgin Money says it agreed to Miss M’s application for a credit card after it obtained information on her income and carried out a credit search. And the information obtained indicated that Miss M would be able to make the monthly repayments due on a credit limit of £2,500.00.

On the other hand, Miss M says that she shouldn't have been lent to given her circumstances at the time she made this application.

I've considered what the parties have said.

What's important to note is that Miss M was provided with a revolving credit facility rather than a loan. And this means that Virgin Money was required to understand whether a credit limit of £2,500.00 could be repaid within a reasonable period of time, rather than all in one go. It's fair to say that a credit limit of £2,500.00 did not require particularly large monthly repayments in order to clear the full amount owed within a reasonable period of time.

From the information provided, it looks like Miss M declared that she was employed and earning £25,000.00 a year, which it cross-checked against information from credit reference agencies on the funds that she received into her main bank account each month.

Virgin Money's credit check also showed that Miss M had active debt balances of just under £6,500.00 at the time of the application – a significant proportion of which was on existing revolving credit accounts. These searches did not indicate that Miss M had had any recent previous difficulties repaying credit – such as defaulted accounts or county court judgments recorded against her and Miss M was also well within her existing credit limits.

I accept that Miss M says that her actual circumstances were not fully reflected either in the information she provided, or the information Virgin Money obtained. For example, I've seen what she's said about using her existing credit card for cash advances and this shows that she was struggling and her disposable income from her wage was insufficient.

However, I don't agree that the limited amount of cash withdrawals Miss M had on her existing credit card mean that she was struggling. I say this particularly given the rest of the information obtained suggests that this was unlikely to be the case. The cash withdrawals is a single metric which I don't think that it should be considered in isolation in the way that Miss M is. I need to consider any cash withdrawals in the overall context that Miss M was using a low amount of the overall credit available to her.

Furthermore, I also have to keep in mind that Miss M was applying for a card which had a 0% balance transfer offer and she would pay no interest on the credit card debt she was going to transfer for a period of time. Miss M not having interest to pay on this debt will have given her a significantly greater opportunity to reduce what she already owed, as well as reduce what she would have to pay to balances that had already accrued.

Bearing in mind all of these circumstances, I'm satisfied that the checks Virgin Money carried out were reasonable and proportionate. And given the information gathered demonstrated that it was more likely that not Miss M would be able to repay £2,500.00 within a reasonable period of time, I don't think that it was unreasonable for Virgin Money to have provided this credit card to her.

In reaching my conclusions, I've also considered whether the lending relationship between Virgin Money and Miss M might have been unfair to Miss M under section 140A of the Consumer Credit Act 1974 ("CCA").

However, for the reasons I've explained, I don't think Virgin Money irresponsibly lent to Miss M or otherwise treated her unfairly in relation to this matter. And I haven't seen anything to suggest that section 140A CCA or anything else would, given the facts of this complaint, lead to a different outcome here.

Overall and having considered everything, I don't think that Virgin Money treated Miss M

unfairly or unreasonably when providing her with her credit card. And I'm not upholding Miss M's complaint. I appreciate this will be very disappointing for Miss M. But I hope she'll understand the reasons for my decision and that she'll at least feel her concerns have been listened to.

My final decision

For the reasons I've explained, I'm not upholding Miss M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 9 December 2024.

Jeshen Narayanan
Ombudsman