

Complaint

Ms R has complained Zopa Bank Limited (“Zopa”) irresponsibly provided a credit card to her.

Background

Zopa provided Ms R with a credit card with a limit of £300 in December 2020.

One of our investigators reviewed what Ms R and Zopa had told us. And she thought Zopa hadn’t done anything wrong or treated Ms R unfairly when providing the credit card. So she didn’t recommend that Ms R’s complaint be upheld. Ms R disagreed and asked for an ombudsman to look at the 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 Ms R’s complaint.

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

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

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.

Zopa says it initially agreed to Ms R’s application after it obtained information on her income as well as her monthly living costs and also carried out a credit search on her. And the information obtained indicated that Ms R would be able to make the low monthly repayments due for this credit card. On the other hand, Ms R says that she shouldn’t have been lent to as she was in a poor financial position. I’ve considered what the parties have said.

What’s important to note is that Ms R was provided with a revolving credit facility rather than a loan. This means that Zopa was required to understand whether a credit limit of £300 could be repaid within a reasonable period of time, rather than all in one go. And a credit

limit of £300 required relatively low monthly payments in order to clear the full amount owed within a reasonable period of time.

I've seen records of the information Zopa obtained from Ms R about her income and what was on the credit search carried out. Zopa says that Ms R declared an annual salary of £21,000.00 and that she lived in rented accommodation which she paid £350 a month in rent for. Zopa's credit check showed that Ms R didn't have any significant adverse information – such as defaulted accounts or County Court Judgments – recorded against her either. Furthermore, while Ms R did have some existing credit commitments, these weren't excessive and were being reasonably well maintained too.

In these circumstances, I'm satisfied that Zopa was reasonably entitled to consider that this credit card was affordable for Ms R. The information gathered suggested that the low monthly repayments that would be required were affordable and there wasn't anything in this information that was inconsistent or difficult to explain. I'm satisfied that Zopa carried out proportionate enquiries into Ms R's circumstances and as the information obtained showed that the credit card was likely to be affordable for her, it was reasonable for Zopa to lend.

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

However, for the reasons I've explained, I've not been persuaded that Zopa irresponsibly lent to Ms R 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, while I can understand Ms R's sentiments, I'm satisfied that Zopa carried out proportionate checks before providing this credit card to Ms R. So I don't think that Zopa treated Ms R unfairly or unreasonably and I'm not upholding this complaint. I appreciate this will be very disappointing for Ms R. 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 Ms R's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms R to accept or reject my decision before 4 August 2025.

Jeshen Narayanan
Ombudsman