

## **The complaint**

Mr B complains that Vanquis Bank Limited irresponsibly provided him with an unaffordable credit card limit and credit limit increases.

## **What happened**

In 2014 Vanquis provided Mr B with a credit card with an initial credit limit of £500. Vanquis increased Mr B's credit limit to £1,500 and £2,250 in 2017. No further credit limit increases were provided.

In early 2025 Mr B complained to Vanquis about irresponsible lending. He said Vanquis hadn't completed proportionate checks before providing him with these credit limits. He said had its checks been more detailed it would have identified that his financial circumstances didn't support repayment of this lending.

Vanquis issued a final response in which it said Mr B's complaint was out of jurisdiction, and as such it didn't investigate its lending decisions. It said this based on Mr B having made his complaint about these lending events outside of the regulatory timescales for complaining. Unhappy with Vanquis' response Mr B referred his complaint to our service.

One of our investigators reviewed the details of Mr B's complaint and didn't uphold it, finding Vanquis had made fair lending decisions in each event. They reached this conclusion having reviewed Mr B's bank statements from the time leading up to the credit limit increases, as they didn't consider Vanquis' checks at these lending events to have been proportionate.

Vanquis didn't respond to our investigator's view; Mr B responded and disagreed, asking for an ombudsman's review. As such the complaint has been passed to me to decide.

## **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.

The information in this case is well known to Mr B and Vanquis, so I don't intend to repeat it in detail here. Instead, I've focused my decision on what I consider to be the key points of this complaint; so, while my decision may not cover all the points or touch on all the information that's been provided, I'd like to assure both parties I've carefully reviewed everything available to me. I don't mean to be discourteous to Mr B or Vanquis by taking this approach, but this simply reflects the informal nature of our service.

We've set out our approach to complaints about irresponsible and unaffordable lending as well as the key rules, regulations and what we consider to be good industry practice on our website. I've taken this approach into account in deciding Mr B's case.

Having considered everything, I'm not upholding Mr B's complaint as I've decided these credit limits were provided fairly. I say this because:

- I consider the checks Vanquis completed before providing the original credit limit were proportionate to the terms of lending being provided and the information it had obtained. I say this because Mr B declared a reasonable income and the credit check Vanquis completed showed no adverse information or anything that I consider ought reasonably to have caused it concern.
- However, I don't consider the checks Vanquis completed before providing the credit limit increases were reasonable and proportionate; given the terms of credit being provided and that Mr B's credit file reported recent adverse information.
- Had Vanquis completed proportionate checks, I don't think it's likely these would have shown it was unfair to provide Mr B with these credit limit increases. I say this based on reviewing Mr B's bank statements in the three months leading up to each of these lending events, which allows me to understand what proportionate checks at the time would more likely than not have shown Vanquis.
- These statements evidence Mr B's income, non-discretionary expenditure and regular credit commitments – what I would have expected Vanquis to reasonably have taken into account through proportionate checks. I'm satisfied these statements show Mr B was left with a reasonable level of monthly disposable income to sustainably repay these credit limit increases.
- I haven't seen any evidence to suggest Vanquis acted unfairly or unreasonably in any other way.

This means I don't think Vanquis did anything wrong when it provided Mr B with these credit limits.

I've also considered whether the relationship might have been unfair under s.140A of the Consumer Credit Act 1974. However, for the reasons I've already given, I don't think Vanquis lent irresponsibly to Mr B, or otherwise treated him unfairly. I haven't seen anything to suggest that s.140A or anything else would, given the facts of this complaint, lead to a different outcome here.

I acknowledge my decision will likely be disappointing to Mr B. But for the reasons above, I'm not directing Vanquis to take any further action in resolution of this complaint.

### **My final decision**

My final decision is that I'm not upholding Mr B's complaint about Vanquis Bank Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 2 January 2026.

Richard Turner  
**Ombudsman**