

## The complaint

Miss G complains that National Westminster Bank Public Limited Company irresponsibly provided her with two credit cards and credit limit increases.

## What happened

NatWest has provided Miss G with a number of lending products since 2014. My decision here deals with two credit cards, details of which are set out in the table below:

Account	Date	Event	Credit limit
Credit card one	July 2021	Original limit	£4,500
Credit card one	February 2022	1 <sup>st</sup> credit limit increase	£5,850
Credit card one	November 2022	2 <sup>nd</sup> credit limit increase	£7,100
Credit card one	June 2023	3 <sup>rd</sup> credit limit increase	£9,000
Credit card two	January 2023	Original limit	£4,250

Miss G complained to NatWest in early 2025 about irresponsible lending. She said had NatWest completed reasonable and proportionate checks before providing these credit cards and credit limit increases, that it ought to have identified she was already financially stretched, and that this lending wasn't affordable for her. Miss G entered a Debt Management Plan (DMP) in 2025 and says had NatWest completed better checks and intervened when she was showing signs of financial difficulties, that this financial situation would have been prevented.

NatWest issued a final response in April 2025 in which it didn't uphold Miss G's complaint. In relation to the credit cards, it said it had completed proportionate checks and fairly provided the lending. Unhappy with NatWest's response Miss G referred her complaint to our service for review.

One of our investigators considered the details of Miss G's complaint about the provision of these credit cards and didn't uphold it, finding NatWest had made fair lending decisions in each event. NatWest didn't respond to our investigator's view; Miss G responded and disagreed. In summary she maintained her position and said:

- She had previously entered a DMP in 2014 and feels NatWest should have taken this previous situation into account when making its lending decisions.
- A change in her personal circumstances in 2022 led to a deterioration in her health and financial resilience; and that NatWest should have identified her as a vulnerable consumer.
- Over the years NatWest provided this lending it should reasonably have identified her increasing and unsustainable reliance on credit; and it failed to intervene or offer any support.
- In resolution of her complaint NatWest should write off her outstanding debt and review its lending practices.

Miss G asked for an ombudsman's review, so 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.

I acknowledge that Miss G has provided us with a lot of information setting out the details of her complaint, including sensitive information about her personal and financial situation, both historic and current. I am sorry to hear of the circumstances that Miss G has made us aware of; I'd like to thank her for sharing this information.

Given the information in this case is well known to Miss G and NatWest, and that Miss G has shared sensitive information with us, 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 I acknowledge that my decision doesn't 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 Miss G or NatWest 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 Miss G's case.

Having considered everything, I'm not upholding Miss G's complaint as I've decided each of the credit limits approved across the two cards were provided fairly. I say this because:

- NatWest has told us the checks it completed and the information it obtained before each of these lending events; however, some of the information appears incomplete. And in August 2022 NatWest provided Miss G with a loan, before it went on to provide further credit limit increases to credit card one, and provide credit card two. As such, I can't be satisfied from the information available to me that its checks were reasonable and proportionate.
- Had NatWest completed reasonable and proportionate checks, I think it's likely these would have shown it was reasonable to provide Miss G with these credit limits, and that it therefore made fair lending decisions in each event.
- In reaching this conclusion I've reviewed Miss G's bank statements in the months leading up to each of NatWest's lending decisions, as well as her management of the existing credit card account. I consider this information allows me to reasonably understand what proportionate checks would more likely than not have shown NatWest.
- These statements evidence Miss G's income, regular non-discretionary expenditure and regular credit commitments – what I would have expected NatWest to reasonably have taken into account through proportionate checks. I'm satisfied that each of these statements show Miss G was left with a reasonable level of monthly disposable income to sustainably repay the credit limits being provided.
- Review of Miss G's management of her existing credit cards doesn't show anything which I consider ought to have raised concern for NatWest. While she's said she was only making minimum payments each month, I've seen from her statements that she

largely made payments which were considerably more than the contractual monthly minimum. There are also instances across the years where Miss G cleared the balance in full. And Miss G's utilisation of the credit limit did fluctuate; she's wasn't consistently utilising the credit to a high percentage. So, I'm not persuaded that Miss G's management of her credit cards ought to have caused NatWest concern, or alerted it to potential or actual financial hardship.

- Miss G appears to have used the second credit card for a balance transfer, utilising around 95% of the available credit limit on a promotional interest free rate from account opening in January 2023. I consider, on balance, it more likely than not that the provision of this credit card on this term was of benefit to Miss G's existing credit situation; rather than increasing her total debt it provided her with a way to better manage her existing debt.
- Miss G held a savings account with NatWest throughout the same period of these lending decisions. Although the balance of this account did fluctuate, it was generally maintained in the high hundreds, and at times thousands, of pounds until at least mid 2024. I acknowledge this savings balance may not provide an accurate representation of Miss G's actual financial situation, given her testimony about her financial circumstances; but I consider it adds important context to the overall information NatWest would likely have obtained about her finances through reasonable and proportionate checks.

So, for the reasons I've set out, I don't think NatWest made unfair lending decisions when providing Miss G with these credit cards and credit limit increases.

I've also considered whether the relationship might have been unfair in any other way, including under s.140A of the Consumer Credit Act 1974.

Miss G has made reference to her deteriorating financial and health circumstances across the years NatWest lent to her; and that it failed to step in and support her when she shows signs of financial difficulties and being a vulnerable customer.

As I've set out above, I am sorry to hear of the personal and financial circumstances Miss G has made us aware of; I acknowledge these circumstances will have made dealing with her finances more challenging, and at times not her main priority. However, Miss G has confirmed that she hadn't made NatWest aware of these circumstances prior to any of these lending events; and I've not seen anything to suggest it ought reasonably to have been aware of them.

Miss G has provided our service with historic details relating to a DMP she entered in 2014, and has said that this shows she was someone who had been in financial difficulties previously. While I acknowledge this information, I don't consider NatWest would reasonably have been aware of it, given its historic nature at the time of the lending events I'm considering here. And even if it were, its historic nature means it wasn't representative of her updated financial situation. So, I don't consider this information would reasonably have had any bearing on NatWest's lending decisions here.

NatWest applied 'Cost of Living' support for six months to a mortgage Miss G held with it following contact in late 2023. However, during this time and up until late 2024 Miss G made payments to her credit cards in line with her contractual obligations; and she largely maintained her existing behaviour by regularly making repayments in excess of her contractual minimum to credit card one. So, while Miss G had made NatWest aware of a short term financial problem, I've not been provided with evidence which persuades me that it didn't act reasonably in relation to its management of her credit cards.

I've seen that Miss G applied for the Government 'Debt Respite Scheme (Breathing Space)' in January 2025, and shortly after this entered a DMP. I haven't seen any evidence to suggest that NatWest acted unreasonably in the actions it took when it became aware that these credit card debts were under the Breathing Space scheme, or in its actions following the updated financial circumstances relating to the DMP.

So, for the reasons I've set out above, I don't think NatWest irresponsibly provided Miss G with these credit cards and credit card limits, or otherwise treated her unfairly. It therefore follows 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 be disappointing to Miss G. It's clear how important this matter is to her; in no way is my decision here intended to downplay Miss G's testimony about how she considers NatWest's actions have impacted her financial situation. But given my above findings it follows that I don't uphold this complaint, and I'm therefore not directing NatWest to take any further action in resolution of the complaint.

### **My final decision**

My final decision is that I don't uphold Miss G's complaint about National Westminster Bank Public Limited Company.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss G to accept or reject my decision before 24 February 2026.

Richard Turner  
**Ombudsman**