

The complaint

Miss R complains MBNA Limited (“MBNA”) irresponsibly provided her with a credit card that wasn’t affordable.

What happened

In August 2023, Miss R applied for a credit card with MBNA. The application was approved and she was provided with a limit of £4,500. This limit wasn’t increased at any point.

Miss R later complained to MBNA in 2025. She said at the time she was given the card, she was on maternity leave and receiving a reduced income. She said she had to take out more credit to repay what was owed on the MBNA card.

MBNA responded to the complaint, rejecting it. They said they used information declared by Miss R and information from the Credit Reference Agencies (CRAs) to find out if the card was affordable. They said there was nothing that caused a concern and therefore they’re satisfied with the decision to lend to Miss R.

The complaint was referred to our Service because Miss R remained unhappy with the response from MBNA. An Investigator here looked into things. First of all, they issued an opinion that said the checks were proportionate and a fair decision to lend was made.

After some consideration, they felt that the checks actually weren’t proportionate, and reviewed Miss R’s current account statements and credit file to decide what fair and reasonable checks would’ve shown if they had been carried out. They found that MBNA would more likely than not still have lent.

Miss R disagreed, and because an agreement couldn’t be reached, 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.

Having considered everything, I’m in agreement with the Investigator, that the checks weren’t proportionate for the amount of credit being provided, but had proportionate checks been carried out, MBNA still would’ve found the lending affordable.

I appreciate this will disappoint Miss R, so I’ll explain my reasoning below.

The rules and regulations in place at the time MBNA provided Miss R with the credit card required them to carry out a reasonable and proportionate assessment of whether she could afford to repay what she owed in a sustainable manner. This is sometimes referred to as an ‘affordability assessment’ or ‘affordability check’.

The checks had to be ‘borrower’ focused. This means MBNA had to think about whether repaying the credit sustainably would cause difficulties or adverse consequences for Miss R.

In other words, it wasn't enough for MBNA to consider the likelihood of them getting the funds back or whether Miss R's circumstances met their lending criteria – they had to consider if Miss R could sustainably repay the lending being provided to her.

Checks also had to be 'proportionate' to the specific circumstances of the lending. In general, what constitutes a proportionate affordability check will be dependent on a number of factors including – but not limited to – the particular circumstances of the consumer (e.g. their financial history, current situation and outlook, any indications of vulnerability or financial difficulty) and the amount/type/cost of credit they were seeking. I've kept all of this in mind when thinking about whether MBNA did what was needed before lending to Miss R.

MBNA have told us they requested Miss R's current account statements from the time, but they're no longer able to provide these so are unable to demonstrate what they saw. So, as I've already said I don't think the checks were proportionate. What I mean by this is that MBNA could've done more to find out what Miss R's income and expenditure was. So I've looked at her current account statements from the time. This isn't because I would've expected MBNA to look at her statements – but it's the easiest way I can piece together what information Miss R may have given MBNA at the time about her expenditure had they asked her in more detail.

Miss R's current account statements show she was earning on average around £2,200 per month in the lead up to the lending. This is significantly more than was declared and the amount MBNA used when assessing whether or not the lending was affordable.

Miss R's committed monthly expenditure was around £950, which even if the lower figure of £1,600 was used, left her with enough disposable income to afford the card. I appreciate Miss R said that there was an error with her child benefits which meant she, after the application was approved, received less than she was at the time of application. But I need to think about whether she would've known about that or declared it to MBNA at the time of lending, and I don't think she would've considering MBNA didn't rely on it when making the affordability assessment in the first place.

I'm not disputing that Miss R's situation wasn't worse than it appeared, or that she wasn't struggling financially. But I need to be fair and impartial to both parties, and when I consider what MBNA would've seen at the time, I can't say they've acted unfairly when deciding to lend to her.

In reaching my conclusions, I've also considered whether the lending relationship between Miss R and MBNA might have been unfair to Miss R under s140A of the Consumer Credit Act 1974 ("CCA"). However, for the reasons I've already explained, I'm satisfied that MBNA did not lend irresponsibly when providing Miss R with the credit card. And I haven't seen anything to suggest that s140A CCA would, given the facts of this complaint, lead to a different outcome here.

So while it'll likely come as a disappointment to Miss R, I won't be upholding her complaint against MBNA for the reasons explained above.

My final decision

It's my final decision that I do not uphold Miss R's complaint against MBNA Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R to accept or reject my decision before 19 January 2026.

Meg Raymond
Ombudsman