

The complaint

Mrs R complains that MBNA Limited (“MBNA”) increased her credit card limit from £5,000 to £12,00 in September 2024 which she couldn’t afford and without conducting proper affordability checks.

What happened

The details of this complaint are well-known to both parties, so I won’t repeat them again here. The facts aren’t in dispute, so I’ll focus on giving the reasons for my decision.

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’m aware that I’ve summarised this complaint above in less detail than it may merit. No discourtesy is intended by this. Instead, I’ve focussed on what I think are the key issues here. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts.

If there’s something I’ve not mentioned, it isn’t because I’ve ignored it. I haven’t. I’m satisfied I don’t need to comment on every individual argument to be able to reach what I think is the right outcome. I will, however, refer to those crucial aspects which impact my decision.

Lastly, I would add that where the information I’ve got is incomplete, unclear or contradictory, I’ve to base my decision on the balance of probabilities.

We’ve set out our general approach to complaints about unaffordable or irresponsible lending on our website and I’ve taken this into account in deciding Mrs R’s case.

I’ve decided not to uphold Mrs R’s complaint for the following reasons:

- I think the checks MBNA did before increasing the limit from £5,000 to £12,000 were reasonable and proportionate given the credit limit it offered and what it knew about Mrs R’s financial situation. Mrs R appeared to have managed her account well with no missed or late repayments. MBNA confirmed Mrs R’s income using industry approved methods and which was overall, consistent with her actual declared income.
- The checks MBNA conducted showed Mrs R had a sufficient disposable income left each month in which to afford the credit afforded to her. There was no adverse information on Mrs R’s credit file such as defaults or delinquencies, and which suggested she was managing her other credit commitments well. Mrs R has referenced her other credit commitments including a £25,000 loan taken out with another lender prior to the increase. But having other credit commitments won’t

debar consumers from taking out further credit if they are managing their current commitments well. And from viewing Mrs R's credit report and bank statements she kindly provided, this was the case here.

- I appreciate that Mrs R is suggesting that her actual circumstances may not have been fully reflected either in the information she provided, or the information MBNA obtained. However, I can only uphold a complaint against a business where I'm satisfied it has done something wrong. And based on the evidence I've seen, and the information MBNA would have seen at the time of the increase, I'm satisfied MBNA hasn't done anything wrong and made a fair lending decision.
- Based on the information MBNA gathered and what it knew about Mrs R's circumstances, there was nothing to suggest that Mrs R was likely to be unable to sustainably repay the credit she was afforded in a reasonable period of time.
- I don't think MBNA acted unfairly in any other way.

This means I don't think MBNA did anything wrong when it increased the credit limit in September 2024.

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 MBNA lent irresponsibly to Mrs R or otherwise treated her 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 know this isn't the outcome Mrs R hoped for. But for the reasons given above, I won't be asking MBNA to do anything else. Mrs R disclosed some very sensitive personal information which I'm sorry to hear about and which I hope improves soon. Although I'm not upholding this complaint, I'd would like to remind MBNA of its ongoing responsibility to treat Mrs R with due consideration and forbearance going forward.

My final decision

My final decision is that I'm not upholding Mrs R's complaint about MBNA Limited.

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

Paul Hamber
Ombudsman