

The complaint

Mr D complains that Tymit Ltd (Tymit) acted irresponsibly in granting him a credit card account, and in increasing its limit, as he says it was unaffordable for him. Mr D also complains that Tymit failed to recognise that he was a vulnerable consumer as he was experiencing mental health issues, which led to him developing issues with problem gambling.

What happened

Mr D took out a credit card with Tymit in October 2020. The initial credit limit was £1,500. Tymit increased the credit limit to £4,500 in May 2021.

In 2025, Mr D complained that the credit card account had been unaffordable for him. Mr D explained that he had been experiencing mental health problems and this led to him developing issues with problem gambling. In its final response letter, Tymit said it thought it had acted responsibly.

Mr D was unhappy with Tymit's response, so he referred his complaint to our service.

One of our Investigators considered Mr D's complaint about the credit card and didn't uphold it. A different Investigator considered the complaint further, and also didn't uphold it. Mr D disagreed with our Investigators' opinions, so the case comes 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'd like to acknowledge that I've summarised this complaint in less detail than either Mr D or Tymit, and in my own words. I'm not going to respond to every point Mr D has made. No discourtesy is intended by this. Instead, I've focused on what I think are the key issues here. The rules that govern the Financial Ombudsman Service allow me to do this as it's an informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I'm satisfied I don't need to comment on every individual point to be able to reach an outcome in line with my statutory remit.

I've considered the relevant rules and guidance on responsible lending set by the regulator, laid out in the consumer credit handbook (CONC). In summary, these say that before Tymit provided the account, and each time it increased the credit limit, it needed to complete reasonable and proportionate checks to satisfy itself that Mr D would be able to repay the debt in a sustainable way, without borrowing further elsewhere. As this was an open-ended account, Tymit also needed to consider whether Mr D would be able to repay the debt within a reasonable period.

Granting of the credit card in October 2020

Tymit has explained that prior to offering Mr D the account, it considered the information he provided in the application and assessed information from a credit reference agency to determine whether or not to lend.

The application data shows that Mr D declared his annual income was £70,000, and that his rent was £800 a month. Tymit has explained it used information from the credit reference agency to verify Mr D's income.

Tymit has provided the credit score it received from the credit reference agency, but not the underlying data. So, I can't reasonably conclude that the checks it conducted before granting the credit card were proportionate.

One of our Investigators asked Mr D to provide a copy of his credit file, and his bank statements for the three months prior to October 2020. Mr D said he'd provided a copy of his credit file to our service previously, but neither our Investigator nor I have been able to find it – so I haven't been able to consider it. I have been able to consider the bank statements Mr D provided.

To be clear, I don't think that Tymit needed to obtain bank statements from Mr D in order for the checks it conducted to be proportionate. I'm simply using the information in the bank statements to reconstruct what information it's likely that proportionate checks would have found.

Mr D's bank statements shows he received income of at least £2,950 each month in the three months before he took out the credit card. The bank statements show relatively limited essential expenditure – on utilities, groceries, travel etc. I also can't see significant payments towards other credit facilities, nor can I see indications that Mr D was experiencing financial stress (such as returned payments).

Overall, taking everything into account, I think that if Tymit had conducted proportionate checks it would have considered that the initial credit limit of £1,500 was sustainably affordable for Mr D.

Credit limit increase in May 2021

Tymit has explained that before granting the credit limit increase, it considered the conduct of the account and information from a credit reference agency.

Tymit has provided statements for the account which show that prior to it granting the credit limit increase Mr D had made his payments on time.

Under the terms and conditions of the account, Mr D needed to select a repayment plan each time he made a purchase. He could chose to repay the full amount next month, or to pay back in instalments with interest across 3-36 months.

Mr D has said that he thinks Tymit should have been aware he was experiencing financial stress because he consistently chose plans of 36 months. I've looked at the account statements, which show that Mr D selected plans across a range of time frames, from 1 to 24 months. So I don't think there was anything in the conduct of the account that should have caused Tymit to have concerns that Mr D was experiencing financial stress or showing signs of vulnerability.

Tymit has provided the credit score it received from the credit reference agency, but not the underlying data. So, I can't reasonably conclude that the checks it conducted before granting the credit card were proportionate.

Even if the underlying data from the credit reference agency were available to me, it's likely I would think that Tymit should have conducted further checks before granting the credit limit increase – such as asking Mr D further questions about his income and expenditure. I say that because this was a significant increase, tripling the amount of credit available to Mr D.

I haven't been able to consider information from Mr D's credit file. I have been able to consider Mr D's bank statements for the three months prior to the granting of the credit limit increase. Though, to be clear, I don't think Tymit necessarily needed to obtain bank statements from Mr D for the checks it conducted to be proportionate.

The bank statements showed that Mr D's income had remained around £3,000 a month. The bank statements show relatively limited essential expenditure – on utilities, groceries, travel etc. I also can't see significant payments towards other credit facilities, nor can I see indications that Mr D was experiencing financial stress (such as returned payments).

Mr D has explained that when the credit card was granted, and when its limit was increased, he was experiencing mental health issues, which led him to develop issues with problem gambling. Mr D's bank statements show he was making significant deposits to an e-money account, which he says he then used to gamble. But, as I've explained above, I don't think that Tymit needed to obtain bank statements from Mr D in order to conduct proportionate checks before granting the credit card or increasing its limit.

I'd like to say how sorry I am to hear about the difficult time Mr D has experienced over the last few years. I don't doubt how distressing things have been for him. However, on balance, I think that even if Tymit had conducted further checks (such as asking Mr D further questions about his income and expenditure), it's unlikely he would have disclosed any information about the mental health problems he had, nor the issues he was experiencing with problem gambling.

So, overall, although I think Tymit should have conducted further checks before granting the credit limit increase, if it had done so I think it still would have reasonably considered that the new credit limit was sustainably affordable for Mr D. I don't think Tymit would – or should – have realised that Mr D was experiencing mental health problems and issues with problem gambling.

I've also considered whether Tymit's actions have meant there's an unfair relationship between it and Mr D. However, for the reasons I've already given, I think Tymit didn't lend irresponsibly to Mr D or otherwise treat him unfairly in relation to this matter. I haven't seen anything to suggest that Section 140A would, given the facts of this complaint, lead to a different outcome here.

Did Tymit treat Mr D unfairly in some other way?

Mr D hasn't said that he told Tymit about the issues he was facing, and I haven't seen anything to indicate that he did so.

I note that Mr D asked Tymit whether the credit card could be used to gamble, or to purchase cryptocurrency, and it told him that he couldn't use the credit card for those purposes. I can't see Mr D made any such transactions using the credit card. The terms and conditions did allow Mr D to add funds to e-money accounts – which he used the credit card to do. I don't think Mr D's transferring funds to e-money accounts should reasonably have meant that Tymit should have had cause for concern that he was experiencing characteristics of vulnerability.

There were two occasions Mr D made his monthly payment late. The payments were only late by a couple of days, and Mr D then brought the account up to date. These occasions were after the Tymit had granted the credit limit in May 2021. As the account was swiftly brought up to date, and there weren't successive late payments, I think it was reasonable that Tymit didn't take further steps to determine whether Mr D was experiencing significant financial difficulties.

Tymit reduced Mr D's credit limit to £3,600 in April 2023 and £1,000 in September 2023,

which I think was reasonable.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 3 March 2026.

Frances Young
Ombudsman