

## **The complaint**

MBNA Limited provided Miss W with a credit card in August 2023. It had a credit limit of £10,000. Miss W says the credit was provided irresponsibly.

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them 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.

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 Miss W's case.

I've decided the credit was provided fairly for the following reasons:

- MBNA considered information Miss W provided in her application, gathered information from a credit reference agency (CRA), and verified her income before agreeing to the credit card.
- Miss W declared an annual salary of £72,000, which MBNA verified through a CRA to mean a net monthly income of around £4,200. Miss W advised that she was living with her parents, and as such had no housing costs.
- MBNA calculated, using information from the CRA checks, that Miss W's monthly commitments to existing debt would be around £900 and estimated her living expenses to be £457. The CRA report showed one missed or late payment in the last six months, but no defaults, CCJs or previous bankruptcy.
- Based on this information, MBNA considered the repayments to be affordable for Miss W, even if the full credit limit was utilised.
- I've reviewed the evidence and completed my own affordability assessment. Having done so I am comfortable that MBNA took a reasonable approach for assessing Miss W's committed non-discretionary expenditure, using verified figures where available, and reasonably calculated figures where they weren't.
- I think the checks MBNA did before providing the credit were reasonable and proportionate. Miss W has provided us with copies of her bank statements to support her position, but I don't consider MBNA needed to review them before agreeing to lend given what its checks and affordability assessment showed. So, whilst I

appreciate her strength of feeling, I don't consider it would be fair to place weight on the content of her bank statements in determining whether MBNA lent to her fairly.

This means I don't think MBNA did anything wrong when it provided the credit card to Miss W.

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

I know this isn't the outcome Miss W hoped for. But for the reasons above, I'm not asking MBNA to do anything to put things right.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 10 April 2026.

David Barker  
**Ombudsman**