

## The complaint

Santander UK Plc provided Miss W with a credit card in March 2022. It had a credit limit of £3,800, which was increased to £4,800 in October 2023. 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 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.

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. Having done so, I've decided the credit was provided fairly because:

- I haven't seen enough evidence to say the checks Santander did before providing the credit were reasonable and proportionate given the credit limit they offered and what they knew about Miss W's financial situation. Whilst they verified her income and carried out an income and expenditure assessment using information provided by Miss W as well as statistical data, I haven't seen evidence of the credit check they said they carried out.
- Where a business hasn't carried out enough checks, I have to think about what would have happened if they had carried out reasonable and proportionate checks.
- In Miss W's case, if Santander had done proportionate checks, I don't think it's likely these would have shown it was unfair to provide the credit to her.
- Based on the information Miss W and Santander have provided about Miss W's circumstances at the time, there was nothing to suggest she was unlikely to be able to sustainably repay what she was being lent.
- That's because, at both account opening and at the date of the credit limit increase, Miss W's credit file didn't suggest she was in any financial difficulties. And she didn't appear to be over-indebted. On the contrary, she appeared to be managing her creditors well. Whilst she used her overdraft often, this was also well within its limit.
- On top of this, looking at Miss W's credit card account history with Santander, she paid the balance of the card off in full most months until August 2023. When the credit limit increase was approved, she hadn't paid the previous couple of months in full, but her balance was still well within its limit.
- Looking at sustainability, Miss W's income was around £1,820 per month at account opening. She was paying £280 per month for her mortgage. Santander used a figure of £764 for her other living costs, and £499 for her existing credit commitments. Both

of these figures appear reasonable when considering essential spending, what's in her current account statements, what was on her credit report, and what Miss W told Santander about her spending. This would have appeared to leave enough disposable income to cover repayments for this account.

- At the time of the credit limit increase, Miss W's income had increased a little, to around £2,100 per month. Her mortgage payments were now £333 per month, and Santander estimated her other living costs were around £1,094 per month, a figure I'm satisfied was reasonable in the circumstances. Miss W's credit commitments had increased, and I'm not persuaded Santander's figure of £274 per month reflected her actual monthly credit commitments at the time. But even if they'd taken a more realistic figure for her existing credit commitments, Santander could still have decided Miss W would have enough disposable income to make the repayments needed for this debt in a sustainable way.
- I appreciate Miss W thinks the fact that she's subsequently fallen into financial difficulties proves that the credit wasn't sustainably affordable. Whilst I'm sorry to hear she's been struggling, this appears to be due to multiple factors, and I can't say Santander should have realised the repayments would be unaffordable.
- I don't think Santander acted unfairly in any other way.

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

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 Santander lent irresponsibly to Miss W 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 Miss W hoped for. But for the reasons above, I'm not asking Santander to do anything to put things right.

### **My final decision**

My final decision is that I'm not upholding Miss W's complaint about Santander UK Plc. Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 12 May 2026.

Clare King  
**Ombudsman**