

## **complaint**

Mr T complains that The Royal Bank of Scotland plc trading as Mint set up a financial assistance plan on his credit card account that was unaffordable to him. Mr T is also unhappy Mint refused to re-issue a card to him and that the interest rate and credit limits on his account increased causing him further financial hardship. He feels Mint has acted irresponsibly by lending him this money.

## **background**

Mr T has a credit card account with Mint. About 3 years ago Mr T says he contacted Mint to ask for assistance due to the financial difficulties he was facing.

Mr T is unhappy with the actions Mint took. In particular he claims the financial assistance plan set up was unaffordable and the increases in card credit limits and interest rates simply contributed to his financial hardship. Mr T also says he was contacted by Mint during an agreed breathing space period.

Around November 2011 Mint cancelled Mr T's card. In June 2013 Mr T's account was closed and passed to collections. Mint says it has taken steps to actively assist with the financial difficulties Mr T experienced, including setting up a financial assistance plan. Mint claims Mr T's refusal to allow the account to default meant he continued to struggle with repayments.

Mr T says Mint has also refused to provide him with a copy of a telephone call he made to them.

Our adjudicator recommended this complaint should not be upheld. In light of Mr T not accepting this view, the complaint has been referred to me for consideration.

## **my findings**

I have considered all the available evidence and arguments from the outset, in order to decide what is fair and reasonable in the circumstances of this complaint.

Evidence has been considered on the balance of probabilities – in other words, what I think is more likely than not to have happened in light of the available evidence.

Whilst I accept the financial assistance plan does not appear to have been affordable to Mr T, I also note that he was adamant the account could not be defaulted because of the adverse impact this would have on his credit rating. Mr T explained to Mint that his wife was due to commence employment in the near future and therefore, when this happened, his financial situation should improve. I therefore do not feel Mint has acted incorrectly in setting up this plan.

In respect of the telephone recording that Mr T claims Mint has refused to provide, I understand they have already explained they are unable to locate any record of this call. I have no reason to doubt that Mint has carried out a reasonable investigation to try and find this recording.

Mint was not obliged to offer Mr T a new card or further banking facilities at the end of the financial assistance plan. Mint was entitled to withdraw the use of the card.

Mr T's credit card agreement was subject to a variable interest rate and I am satisfied he was given sufficient notice of any changes in interest rates. Mr T could have opted out of interest rate rises by closing his account and repaying the outstanding balance. However he chose to accept these amended rates by keeping his account open. I therefore do not accept Mint has acted incorrectly. The rate of interest applied by Mint is a matter of commercial judgement and not one which our service would typically become involved with. Mint was not obliged to reduce or suspend interest on Mr T's account.

The credit limit on Mr T's account increased numerous times. Mr T utilised the extra credit available to him on each occasion. If Mr T disagreed with the account credit limit being increased, I would have expected him to contact Mint to discuss this. I have seen no evidence this happened. Whilst I appreciate my decision will come as a disappointment to Mr T, overall I do not find that Mint has acted incorrectly.

**my final decision**

My final decision is that I do not uphold this complaint.

Robyn McNamee  
**ombudsman**