

## **The complaint**

Mr L has complained Lloyds Bank PLC is continuing to hold him liable for two credit cards that he never applied for.

## **What happened**

Mr L is represented in his complaint by his son. For ease I will refer to Mr L senior alone.

In February 2025 Mr L's wife died. Mr L had allowed his wife to run their family finances throughout their marriage as she didn't work and was at home. He'd known about an emergency credit card, and his general use of the current account was for purchasing petrol.

After Mrs L's death, Mr L and his son discovered various letters about monies owed along with cards. They also found banking apps on Mrs L's mobile that Mr L had known nothing about. They realised that there were credit cards issued by Lloyds that were in his name. He'd never taken these out, or known about these, and asked Lloyds to investigate how this had happened.

Lloyds didn't believe there'd been any fraud in this case and believed it was most likely that Mr L had known about these cards, particularly as one had been opened in 1985 and most likely opened in branch.

Mr L brought his complaint to the ombudsman service. He'd not used online banking so hadn't known about these credit agreements. He didn't believe there was any evidence to show he'd taken these cards out so felt he shouldn't be held liable for the outstanding balances.

Our investigator noted there was no longer a copy of the application for the credit card taken out in 1985 but there was a copy of the online application for the one taken out in 2023. She explained that the rules set by the Financial Conduct Authority didn't allow our service to look at complaints if they were complained about more than six years after the event. This meant she couldn't look at the 1985 application but could consider the expenditure over the preceding six years. Lloyds accept that the application for the credit card taken out in 2023 was most likely done by Mrs L. Our investigator noted the expenditure clearly looked like normal household expenditure and it was most likely this was for the benefit of Mr L, along with his wife. She wasn't going to ask Lloyds to do anything further.

Mr L continued to believe there was no evidence to show he'd taken out these cards so didn't understand why he'd be liable for the existing balances. He's asked an ombudsman to review his complaint.

## **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.

Having done so, I've reached the same outcome as our investigator. I'll explain why.

Where there is a dispute about what happened, I have based my decision on the balance of probabilities. In other words, on what I consider is most likely to have happened in the light of the evidence.

When considering what is fair and reasonable, I'm required to take into account: relevant law and regulations; regulators' rules, guidance and standards; codes of practice; and, where appropriate, what I consider to have been good industry practice at the relevant time.

The regulations which are relevant to Mr L's complaint are the Payment Services Regulations 2017 (PSRs). These mean that a customer can provide apparent authority to a third party to carry out transactions. There is also consumer credit legislation covering the same aspects.

Our investigator's views of 1 August and 12 September 2025 explain how the credit cards were taken out.

I've specifically considered the application for the credit card taken out in 1985. Lloyds state that this could only have been done in branch and on that basis Mr L must have been present. Taking into account the fact that this is 40 years ago, I can't imagine Mr L can recall whether he was in branch or not, and it would be unfair to expect him to. All I'd say is that credit card applications were also made by post in 1985 and it's possible this is how this was completed.

That said, monthly credit card statements would have been sent to Mr and Mrs L's home address for many years before online service became widely used. Even if Mr L was predominantly at work, I find it hard to believe that years of statements, and associated credit card-related correspondence, were never noticed particularly recalling that these were all in Mr L's name.

As our investigator confirmed, I don't have the power to consider the initial application or transactions prior to March 2019 (six years before Mr L complained). Rules set by the FCA don't allow me to unless there were exceptional circumstances. As Mr L knows the bar for this is quite high, and it would be highly unusual for exceptional circumstances to apply for such a prolonged period. I'm therefore satisfied I can't consider the loan application or transactions made before March 2019.

I know Mr L wants to pursue a complaint about irresponsible lending, which hasn't yet been raised with Lloyds. I'd just point out that our service wouldn't have jurisdiction to consider that complaint for the credit card taken out in 1985, although increases in credit limits over the last six years may fall within jurisdiction.

As for the other credit card, that was applied for online in 2023. The email address and mobile number were those belonging to Mrs L. I don't believe there's any dispute that Mrs L opened this account.

What I can't tell, for sure, is whether Mr L knew about these accounts. I appreciate what he's told our service that he didn't. However, he also accepts that Mrs L "*took care of all finances*".

I'm sure Mr L would argue that he was unaware of these financial arrangements and didn't consent to these applications. I have considered this but point to Mr L agreeing his wife should manage their family finances, so I do believe there was a level of consent – apparent authority – as required by the regulations.

It's also worth saying that even if I accept Mr L knew nothing about these credit agreements,

then even him not knowing or having consented to them being taken out doesn't mean he can't be held liable.

This is because after reviewing the expenditure for the credit card I can see this most looks like normal household spend – supermarket shopping and some holiday expenditure. There's also regular cash machine withdrawals, and balance transfers topping up the current account. I'm therefore satisfied that Mr L would have benefitted from the expenditure on the credit card. That aspect allows me to say that he can be held liable for the debts.

From what I can see of this complaint and another complaint Mr L has raised with our service, it looks very much as if Mrs L was applying for credit in an attempt to manage their household expenses. And there is a distinct possibility this got out of hand, and Mrs L was struggling with their financial and lifestyle commitments. I note Mr L believes he was earning sufficiently to manage their lifestyle but if he wasn't involved with day-to-day household finances, he may not have been aware of the rising costs Mrs L was trying to manage.

I believe Lloyds can continue to ask Mr L to settle the debts owed under these credit agreements. They will, of course, be aware that until his wife's death Mr L possibly didn't know about these financial commitments. Lloyds will need to take this into account and ensure any repayment plan takes Mr L's personal and financial situation into consideration.

### **My final decision**

For the reasons given, my final decision is not to uphold Mr L's complaint against Lloyds Bank PLC.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 13 January 2026.

Sandra Quinn  
**Ombudsman**