

THE COMPLAINT

Mr W complains about a HSBC UK Bank Plc ("HSBC") loan taken out in his name which he says he did not consent to.

WHAT I HAVE 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.

By email sent on 2 December 2025, I explained to Mr W why I was of the view that his complaint should not be upheld. Mr W responded to my email on 5 December 2025, rejecting my reasoning and asking for a formal decision.

Below are the key parts of my email:

An HSBC loan (the "Loan") was taken out in your name on 15 August 2024. You argue that you did not consent to the Loan. HSBC investigated the matter and put you back in the position you would have been in had the Loan not been taken out. If HSBC had not done this, our Service would have investigated the matter. If we then concluded that you had not consented to the Loan, we would have directed HSBC to put you back in the position you would have been in had the Loan not been taken out. You also take issue with, in short, the technical way the Loan was processed/approved. Based on the evidence before me, I am not persuaded that HSBC did anything wrong in approving the Loan. In any event, even if there was an issue with this as you say, our Service would have reached the same outcome. That is, our Service would have directed HSBC to put you back in the position you would have been in had the Loan not been taken out.

Turning to some of the points raised in your email sent on 14 November 2025 under your section '4. Remedy sought from HSBC' (in the same order):

- (i) Our Service is a dispute resolution body. We were set up by Parliament to, by and large, resolve complaints between consumer complainants and respondent businesses. We are not the industry regulator, the Financial Conduct Authority ("FCA"). We do not have the power to direct HSBC to amend its internal records in the way you have requested. We do have the power however to direct HSBC to update the Credit Reference Agencies accordingly in relation to the Loan. This is something HSBC has confirmed it has done. I have not seen any evidence to the contrary.*
- (ii) Your position is that you did not consent to the Loan. So, the suggestion is that the Loan was taken out by a third-party ("fraudster") without your consent. It follows that this fraudster is to blame for taking out the Loan, not HSBC. Therefore, I cannot direct it to apologise for this. That said, by email sent on 28 February 2025, I can see that HSBC did apologise to you for the customer service it provided.*
- (iii) Again, any distress and/or inconvenience you have suffered as a result of the Loan being taken out is a result of the fraudster's actions, not HSBC's. Therefore, I*

will not be directing HSBC to pay any compensation award in this respect. In HSBC's letter mentioned above, I note that HSBC says it has credited your nominated account with £150 for the level of customer service it provided. I find that this amount is fair and reasonable in the circumstances, and is broadly in-line with the type of award I would have directed if I had found any issues with HSBC's customer service.

- *Turning to your point about whether HSBC's controls were fair and reasonable. As touched upon in my first bullet above, our Service cannot comment on this point. This would be a matter for the FCA. We also do not have the power to direct HSBC to change its internal processes in terms of how it processes/approves loans.*

Taking all the above points together, I am not persuaded your complaint should be upheld.

Having considered Mr W's 5 December email, I am not persuaded to depart from the above. Much of what Mr W has set out in his email is repetition and/or not relevant.

MY FINAL DECISION

For the reasons set out above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 8 January 2026.

Tony Massiah
Ombudsman