

## **The complaint**

Mr D complains that the Bank of Scotland plc trading as Halifax (“Halifax”) irresponsibly provided him with a credit card with a £4,500 limit which he couldn’t afford.

For ease of reference, I’ve referred to Mr D when referring to both him and his representative.

## **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.

I’m aware that I’ve summarised this complaint above in less detail than it may merit. No discourtesy is intended by this. Instead, I’ve focussed on what I think are the key issues here. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts.

If there’s something I’ve not mentioned, it isn’t because I’ve ignored it. I haven’t. I’m satisfied I don’t need to comment on every individual argument to be able to reach what I think is the right outcome. I will, however, refer to those crucial aspects which impact my decision.

Lastly, I would add that where the information I’ve got is incomplete, unclear or contradictory, I’ve to base my decision on the balance of probabilities.

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 Mr D’s case.

I’ve decided the credit was provided fairly because:

- I think the checks Halifax did before providing the credit were reasonable and proportionate given the credit limit it offered and what it knew about Mr D’s financial situation.
- Mr D’s checks showed he had a sufficient disposable income left each month in which to afford the credit afforded to him. There was no adverse information on Mr D’s credit file such as defaults or delinquencies and which suggested he was managing his other credit commitments well.
- Based on the information Halifax gathered and what it knew about Mr D’s circumstances, there was nothing to suggest that Mr D was likely to be unable to

sustainably repay the credit he was afforded in a reasonable period of time.

- Although we've seen evidence of gambling on the bank statements provided by Mr D, I don't consider this to be excessive and Halifax wouldn't have been aware of this in any case as I don't think requesting statements before the credit card was approved would have been proportionate.
- I don't think Halifax acted unfairly in any other way.

This means I don't think Halifax did anything wrong when it provided the credit card to Mr D.

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 Halifax lent irresponsibly to Mr D or otherwise treated him 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 Mr D hoped for. But for the reasons given above, I'm not asking Halifax to do anything to put things right.

### **My final decision**

My final decision is that I'm not upholding Mr D's complaint about Bank of Scotland plc trading as Halifax.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 7 January 2026.

Paul Hamber  
**Ombudsman**