

Complaint

Mr R has complained about a credit card HSBC UK Bank Plc (“HSBC”) provided to him. He says that he shouldn’t have been given the credit card and that it was irresponsibly provided to him.

Background

In December 2019, HSBC provided Mr R with a credit card which had a limit of £1,250.00. HSBC didn’t provide Mr R with any credit limit increases.

One of our investigators reviewed what Mr R and HSBC had told us. And she thought HSBC hadn’t done anything wrong or treated Mr R unfairly in relation to providing the credit card.

So she didn’t recommend that Mr R’s complaint be upheld. Mr R disagreed and asked for an ombudsman to look at the complaint.

My findings

I’ve considered all the available evidence and arguments to decide what’s fair and reasonable in the circumstances of this complaint.

Having carefully considered everything, I’ve decided not to uphold Mr R’s complaint. I’ll explain why in a little more detail.

We’ve explained how we handle complaints about unaffordable and irresponsible lending on our website. And I’ve used this approach to help me decide Mr R’s complaint.

HSBC needed to make sure it didn’t lend irresponsibly. In practice, what this means is HSBC needed to carry out proportionate checks to be able to understand whether Mr R could afford to repay any credit it provided.

Our website sets out what we typically think about when deciding whether a lender’s checks were proportionate. Generally, we don’t think that it is necessarily unreasonable for a lender’s checks to be less detailed – in terms of how much information it gathers and what it does to verify it – in the early stages of a lending relationship.

But we might think it needed to do more if, for example, a borrower’s income was low or the amount lent was high. And the longer the lending relationship goes on, the greater the risk of it becoming unsustainable and the borrower experiencing financial difficulty. So we’d expect a lender to be able to show that it didn’t continue to lend to a customer irresponsibly.

HSBC says it agreed to Mr R’s application after it obtained information on his income and carried out a credit search on him. And the information it obtained indicated that Mr R would be able to make the, what it considered to be, the not especially large monthly repayment required to clear the balance that could be owed within a reasonable period of time.

On the other hand, Mr R says that he shouldn’t have been lent to.

I've considered what the parties have said.

What's important to note is that Mr R was provided with a revolving credit facility rather than a loan. And this means that HSBC was required to understand whether a credit limit of £1,250.00 could be repaid within a reasonable period of time, rather than in one go. I think it's fair to say that a credit limit of £1,250.00 did not require especially large monthly payments in order to clear the full amount that could be owed within a reasonable period of time.

I've seen the information HSBC obtained from Mr R about his income and what was on the credit search carried out. HSBC says that Mr R declared he had an annual income of around £25,000.00. I understand that this is likely to have been cross checked against information from credit reference agencies and therefore, I'm satisfied that HSBC was entitled to rely on this declaration.

I understand that HSBC's credit search is unlikely to have shown that Mr R had any recent significant adverse information – such as defaulted accounts or County Court Judgments – recorded against him. Furthermore, even if I were to agree that HSBC needed to find out a bit more about Mr R, it's not even immediately apparent to me that further checks would have made a difference. I say this because I think that further checks would, at the absolute maximum, have consisted of finding out more about Mr R's living expenses rather than relying on the estimated information.

However, the information Mr R has provided me with doesn't clearly show that his non-credit related committed expenditure was significantly higher than the estimates that HSBC relied on, or that HSBC using this information would have shown it that the repayments required to his credit card were unaffordable.

For the sake of completeness, I've noted that Mr R has said that his bank statements weren't reviewed as part of his complaint and if they had been this would have shown that he was gambling significant sums of money, using payday loans and was a vulnerable borrower.

However, there isn't a requirement for a lender to obtain bank statements before lending to a borrower. It is up to a lender to decide on the checks that it wishes to carry out. In this case, HSBC was providing Mr R with access to a maximum of £1,250.00 and the credit checks carried out showed Mr R hadn't had any previous difficulties with credit.

In these circumstances, I don't think that obtaining bank statements would have been proportionate. So I don't think that HSBC knew about the extent of Mr R's gambling, his payday loans or that he may have been vulnerable. And HSBC was entitled to rely on what it had, which for the reasons I've already explained, indicated that the credit card was affordable for Mr R. As this is the case, I don't think that Mr R's gambling and use of payday loans are factors it could have taken into account when deciding to lend to him.

In these circumstances, I'm not persuaded that HSBC finding out more about Mr R's living expenses would, in any event, have resulted in it determining that Mr R would be unable to make the monthly payment he could have had to make as a result of using the credit available to him on this card.

In reaching my conclusions, I've also considered whether the lending relationship between HSBC and Mr R might have been unfair to Mr R under s140A of the Consumer Credit Act 1974 ("CCA").

However, for the reasons I've explained, I've not been persuaded that HSBC irresponsibly lent to Mr R or otherwise treated him unfairly in relation to this matter. And I haven't seen anything to suggest that s140A CCA or anything else would, given the facts of this complaint, lead to a different outcome here.

So overall and having considered everything I don't think that HSBC treated Mr R unfairly or unreasonably in approving his application for a credit card. I appreciate this will be very disappointing for Mr R. But I hope he'll understand the reasons for my decision and that he'll at least feel his concerns have been listened to.

My final decision

For the reasons I've explained, I'm not upholding Mr R's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 9 March 2026.

Jeshen Narayanan
Ombudsman