

## **The complaint**

Mr A says that the loan agreement he has with HSBC UK Bank Plc (HSBC) is unlawful and that they have deceived him by not providing full disclosure.

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my 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 know it will disappoint Mr A, but I agree with the investigator's opinion. I'll explain why.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here I have to base my decision on the balance of probabilities.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

Only a court can decide whether a finance agreement is enforceable or voidable, but I can consider whether HSBC have been fair when reporting the balances on Mr A's accounts to the credit reference agencies and when asking him to repay the credit they have provided. It seems likely they have. Mr A appears to have benefitted from the credit advanced and it seems only fair that HSBC is repaid that money and any interest attracted. In the absence of any decision from a court on enforceability HSBC would also be fair to fulfil their obligations to report account performance accurately to the credit reference agencies and to ask for repayment.

I'm not persuaded that HSBC have been unreasonable in the way they have handled Mr A's complaint. He referred it to us before they provided their final response. HSBC have not objected to us reviewing it and I don't think Mr A has been kept waiting too long for an answer.

Ultimately, I don't think HSBC have been unreasonable and I'm not asking them to take any action.

## **My final decision**

For the reasons I've given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 1 April 2024.

Phillip McMahon  
**Ombudsman**