

The complaint

Mr K has complained that HSBC UK Bank Plc unfairly declined his claim under section 75 of the Consumer Credit Act 1974, and his chargeback request, for money he paid to a hotel.

What happened

Mr K used his HSBC credit card to pay for venue hire, including food. However, he's explained that after the food was served, the waiting staff started to clear it away, before checking whether the guests had finished.

Mr K contacted HSBC, as he felt he'd not received the service he'd paid for, and wanted a refund. He requested a chargeback, and also made a claim under section 75. But, both were unsuccessful.

One of our investigators looked into what had happened. But he thought HSBC had acted fairly. This was because he considered that the agreed service had been provided.

Mr K disagreed. In summary, he felt that he hadn't received the service he'd paid for, and the hotel had apologised for this. Accordingly, he thought there'd be a strong chance of a chargeback being successful. Further, the venue had been hired until 5pm, so there was no need for the waiters to clear the tables during lunchtime.

The complaint's now been passed to me.

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.

Although I haven't commented on every point made, I have considered all submissions in their entirety. I've referred to the matters which I consider go to the heart of the complaint. I know this will come as a disappointment to Mr K, but I'm not upholding his complaint. I'll explain why.

First, I've thought about whether HSBC acted unfairly in not raising a chargeback. I don't think it did. This is because it considered that the service was provided. I appreciate that the hotel apologised to Mr K. But, this is different from it accepting that it should give Mr K a full refund – which I note it didn't offer. Given that the venue and food were provided, I'm satisfied, on balance, that it was reasonable of HSBC to not pursue a chargeback, given it would likely be defended.

I've also looked at section 75. Mr K's claim was declined, on the basis that there wasn't a breach of contract or misrepresentation. Again, I don't think this was unreasonable of HSBC. This is because it considered that the food and venue had both been provided, and neither had been misrepresented. I don't think it was unreasonable that HSBC felt that unattended plates being cleared was sufficient to amount to either a breach of contract or misrepresentation. I appreciate that some guests commented on this, and Mr K felt

embarrassed, and that good food was wasted. But I don't think HSBC's position is inherently unreasonable.

Although I'm sorry that Mr K's day didn't go as he'd have liked, I don't think HSBC has behaved unreasonably.

My final decision

For the reasons given above, I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 22 May 2024.

Elspeth Wood
Ombudsman