

The complaint

Mr A has complained that HSBC UK Bank Plc has failed to obtain a refund for him, for a hotel booking.

What happened

Mr A paid for a hotel stay through a third party, using his HSBC card. This was for two rooms, for four adults and three children. However, upon arrival, he found the rooms didn't accommodate seven people. The hotel then provided a further bed, but Mr A has explained this was uncomfortable. Unable to get in touch with the third party, he continued with the holiday, but didn't enjoy it.

Upon his return, Mr A contacted HSBC to raise a chargeback. However, HSBC didn't pursue it. Unhappy with this, Mr A complained to our service. He also asked HSBC to raise a claim under section 75 of the Consumer Credit Act 1974.

One of our investigators looked into what happened. He thought HSBC had been reasonable in not raising a chargeback. This was because he didn't think it would have had a reasonable prospect of success. This was because although Mr A had booked for seven people, it was also clear he'd opted for two double/twin rooms, and an extra bed was provided.

Mr A disagreed, so his complaint's 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.

Having done so, I'm not upholding it. I know this will be disappointing, but I'll explain why.

I can see why Mr A would be frustrated that HSBC didn't raise a chargeback. Although there's no entitlement to one, I'd have expected HSBC to raise one - if there'd been a reasonable prospect of success. But here, I don't think there was. Mr A booked two double/twin rooms, and these were provided. An extra fold-out bed was also provided, so all seven people were accommodated. There's no evidence that Mr A had booked anything different from this. And I don't think he could reasonably have expected anything different, given it was a booking for two double/twin rooms.

The same reasoning applies to section 75. Here, a breach of contract or a misrepresentation would need to be shown, and for the same reasons as above, there's no evidence of either.

Accordingly, I don't think HSBC has acted unreasonably.

My final decision

For the reasons given above, it's my final decision not to 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 28 February 2025.

Elspeth Wood
Ombudsman