

The complaint

Mr S complains about the way HSBC UK Bank Plc handled his claim under Section 75 (S.75) of the Consumer Credit Act (CCA) 1974.

What happened

The substance of the S.75 claim in question has already been dealt with in a separate complaint, and is not something I can look into. That case was closed in June 2024, and so the subject of this complaint can only be HSBC's actions since then.

In summary, at the end of June 2024 Mr S provided HSBC with a receipt showing some work that he had chosen to have done on his solar panel system.

On 3 July 2024, HSBC contacted him to make sure that this receipt represented the only cost he had incurred in order to get his system working again.

Between then and 10 July 2024, Mr S had confirmed that and then accepted HSBC's written offer to resolve his S.75 claim after it agreed to cover the cost of that work.

On 10 July 2024, HSBC paid the agreed amount to Mr S's credit card account.

On 16 July 2024, Mr S contacted this service to complain about how HSBC had treated him, and that it hadn't provided any compensation payment for how long it took for things to get sorted out.

One of our investigators looked into his case and thought that HSBC hadn't done anything wrong. He also explained why we couldn't revisit Mr S's previous complaint. So he didn't uphold his complaint. Mr S didn't dispute the fact that we can't look at things that were covered under his previous complaint, but didn't accept that HSBC had acted fairly, citing the history of his claim going back to 2023. So he asked an Ombudsman to look into things.

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.

As set out by the investigator, HSBC has covered the cost of the necessary work to get Mr S's solar panel system working again. Therefore, it has done what it needed to in order to respond fairly and reasonably to his claim under S.75, which he didn't evidence to HSBC until the end of June 2024.

The essential question for me is whether HSBC ought to pay compensation to Mr S for its actions, which he says have caused him substantial distress and inconvenience. But as set out above, I can only consider HSBC's actions since Mr S's other complaint was closed. Mr S's annoyance about everything that happened in 2023 and the first half of 2024 are not relevant to this decision. And I think HSBC's actions since June 2024 have been fair and have not shown any lack of customer service, so won't be upholding this complaint. I'll explain why.

Mr S chose to pay to get the work done on his solar panel system without first confirming whether HSBC would cover that cost as a result of its legal liabilities under S.75 of the CCA. However, it then *did* cover that cost, once the reasonable evidence was provided, and it did so promptly.

The receipt for the work is dated 25 June 2024. The value of that receipt was paid to Mr S on 10 July 2024 following some reasonable and prompt clarification by HSBC. I have seen no evidence of any poor service or unreasonable delays.

So, I can only conclude that, since the closure of Mr S's previous complaint, HSBC has treated him and his S.75 claim fairly and appropriately.

I know this will be a disappointment to Mr S, who I acknowledge has had some very challenging personal circumstances. But, it nonetheless follows that I have no grounds to uphold this complaint about HSBC's actions in the relevant timeframe.

My final decision

For the reasons I've explained, I don't uphold this complaint and HSBC UK Bank Plc doesn't need to do anything.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 28 February 2025.

Siobhan McBride

Ombudsman