

The complaint

Mr W complains that his credit relationship with HSBC UK Bank Plc has been rendered unfair to him due to the impact of a particular transaction he says he made in June 2013 to purchase a timeshare. He also complains that HSBC UK Bank Plc hasn't accepted liability for a claim he made under Section 75 of the Consumer Credit Act 1974 ("CCA").

Mr W is represented in his complaint by a professional representative ("PR").

What happened

I issued a provisional decision on this complaint on 24 November 2025, in which I set out the background to this complaint and my provisional conclusions on the merits. A copy of that document is appended to and forms part of this final decision, so it's not necessary for me to over the details again. To summarise, Mr W bought a timeshare on 22 June 2013, and recalled using his HSBC credit card to do so. He considered the timeshare had been mis-sold, with PR bringing a complaint on his behalf against the bank in June 2024, on the connected lender liability principles set out in Sections 75 and 140A of the CCA.

HSBC rejected the complaint, though it appeared to have been confused about what the complaint was about. The matter was subsequently referred to the Financial Ombudsman Service.

In my provisional decision I said I didn't think the complaint should be upheld. The reason for this was quite simple – I didn't think there was evidence Mr W's HSBC credit card had been used for the purchase, and so it followed the bank was not liable for the problems Mr W had complained about relating to that purchase.

I asked the parties to the complaint to let me have any further evidence they wanted me to consider. The deadline has now passed and I have had no reply from either party, so the case has been returned to me to review once more.

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, and having received no further evidence, arguments or other submissions from the parties to the complaint, there is very little I can say other than that I've arrived at the same conclusions I did in the provisional decision, and for the same reasons: there's no evidence Mr W's HSBC card was used to finance the purchase in question, and so it follows that no complaint about the bank in respect of the purchase could be successful.

My final decision

For the reasons explained above, and in the appended provisional decision, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or

reject my decision before 6 January 2026.

A handwritten signature in blue ink, appearing to read 'Will Culley', with a stylized flourish at the end.

Will Culley
Ombudsman

COPY OF PROVISIONAL DECISION

I've considered the relevant information about this complaint.

Having done so, I've arrived at the same ultimate conclusion as our Investigator, but for different reasons. I'm issuing this provisional decision to give the parties to the complaint an opportunity to make further submissions before I finalise my decision.

The case was originally in the name of Mr and Mrs W. The financial product the complaint relates to is in Mr W's name only, which means it's been necessary to remove Mrs W from the complaint.

The deadline for both parties to provide any further comments or evidence for me to consider is **8 December 2025**. Unless the information changes my mind, my final decision is likely to be along the following lines.

If I don't hear from Mr W, or if they tell me they accept my provisional decision, I may arrange for the complaint to be closed as resolved without a final decision.

The complaint

Mr W complains that his credit relationship with HSBC UK Bank Plc has been rendered unfair to him due to the impact of a particular transaction he says he made in June 2013 to purchase a timeshare. He also complains that HSBC UK Bank Plc hasn't accepted liability for a claim he made under Section 75 of the Consumer Credit Act 1974 ("CCA").

Mr W is represented in his complaint by a professional representative ("PR").

What happened

I'll summarise briefly the background leading up to this complaint.

Mr W has had an HSBC credit card since 1980. He says he used this credit card on 22 June 2013 to pay a timeshare provider (the "Supplier") to upgrade an existing timeshare or holiday club membership he had with the Supplier.

Much later, on 4 June 2024, Mr W complained to HSBC (via PR) that there had, in essence, been mis-selling by the Supplier which he sought to hold HSBC responsible for. Mr W described the purchase in question as having been misrepresented by the Supplier. He also said he'd been put under a lot of pressure to enter into the transaction and that HSBC hadn't assessed whether it would be affordable for him. This, PR argued on his behalf, gave him a claim under Section 75 of the CCA and Section 140A of the CCA.

It appears the bank was confused by the complaint. It didn't address the matter of the alleged mis-selling of the timeshare in its response, and seemed to think PR was complaining about irresponsible lending by HSBC. It rejected that complaint, saying the credit card had been opened in 1980, been subject to a "final demand" in 2017, and that it had only limited information due to the time that had passed. It said it believed it would have carried out any affordability checks required by legislation.

The complaint was then referred to the Financial Ombudsman Service, where it was looked into by an Investigator. She asked the parties for evidence that the payment for the timeshare was made on Mr W's HSBC credit card. HSBC replied that its records did not go

far enough back to establish this. PR provided a set of four card receipts which it said showed the payment had been made on the card in question.

Our Investigator then issued her assessment. In this, she said she didn't think the complaint should be upheld, arriving at the following conclusions:

- She didn't think any of the matters which PR had said made the credit relationship with Mr W unfair to him, did in fact render the credit relationship unfair. These included:
 - Being pressured by the Supplier into the purchase.
 - Allegedly unfair terms in the contract with the Supplier.
 - Information failings by the Supplier.
 - Irresponsible lending by HSBC.
- That any Section 75 claim from Mr W was time-barred under the Limitation Act 1980.

PR asked to appeal the assessment, and so the matter was passed to me to decide.

What I've provisionally 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 don't think it should be upheld, but for different reasons to our Investigator.

Section 75 of the CCA allows consumers who have paid for goods or services using a credit card, to claim against their credit card provider in respect of any breach of contract or misrepresentation by the supplier of those goods or services, subject to certain conditions being met.

Section 140A of the CCA has a more complex application, but it essentially provides that the credit relationship between a debtor and their lender can be rendered unfair to the debtor by acts or omissions by the lender, or which can be attributed to the lender. This *could* include, for example, acts or omissions by a supplier under a transaction financed by the credit agreement. While the reality is much more nuanced, it's not been necessary to provide a more thorough explanation in this case for reasons which will become clear presently.

In order to bring any kind of successful claim or complaint against HSBC in respect of the timeshare purchase which is at the centre of things here, it needs to be shown that the HSBC credit card was used to pay, or partially-pay, for that purchase. If the bank was not involved in the purchase at all, it's difficult to see how it would have been wrong not to honour a Section 75 claim, or for the matters PR complains of to have rendered Mr W's credit relationship with the bank unfair to him. The one exception could be an allegation that HSBC's own omissions in failing to carry out appropriate creditworthiness checks, had rendered the credit relationship unfair to Mr W. I thought it was somewhat unclear from PR's submissions whether it was alleging that HSBC had failed to carry out checks at the time of the transaction to the Supplier (which would of course require the bank to have financed said transaction), or if it was making a broader allegation perhaps going back to 1980.

Before making this decision, I asked PR to confirm that it was in fact making a complaint about irresponsible lending and, if it was, to clarify the scope of that complaint. PR has not

confirmed that it is making such a complaint, so I have not considered it further.

This all brings me to a key obstacle to the success of Mr W's complaint: there simply isn't any evidence that his HSBC credit card account was used to finance the purchase from the Supplier in 2013. Our Investigator accepted the receipts supplied by PR as evidence of this but, having looked at those receipts carefully myself, I think it's very clear that they do not relate to the purchase in question.

To begin with, the receipts date to April and August 2002, so they cannot relate to a purchase in 2013. On top of that, the amounts don't match the contract with the Supplier, the payee is not the Supplier, and the card numbers don't appear to relate to any HSBC card held by Mr W. In light of this, I don't think the purchase in question was financed by Mr W's HSBC credit card.

Before making this decision, I relayed my observations to PR and asked if it could provide receipts relating to the June 2013 purchase. It was unable to do so, but noted:

- That HSBC didn't dispute the fact that Mr W's card had been used.
- Our Investigator had accepted the receipts as evidence.
- It was incumbent on a financial business to supply information and evidence to assist in the investigation, and that it should be asked for evidence of the transaction.

To these points I would say that HSBC *did* dispute that Mr W's credit card was used, and when our Investigator requested evidence of the transaction from HSBC, it said its records didn't go back that far. And while it's true that our Investigator accepted the receipts as evidence of the transaction having been made on Mr W's HSBC credit card, I think that was the wrong conclusion to draw for the reasons explained above.

While I appreciate PR may consider the bank ought to keep transaction records for longer, I don't find it surprising or unreasonable that HSBC is unable to provide records of specific transactions from 12 years ago on a credit card account.

It's unfortunate, but I don't think Mr W's HSBC credit card was used to pay, or part-pay, for the purchase in June 2013 from the Supplier. And with that being the case, I can't see any way that Mr W's complaint about the bank could be successful.

My provisional decision

For the reasons explained above, I am not minded to uphold Mr W's complaint.

Will Culley
Ombudsman