

## The complaint

Mr A complains about the way HSBC UK Bank Plc administered his credit card account and provided him information about it.

## What happened

Mr A has raised a panoply of concerns about HSBC's treatment of his credit card account, including its closure and the fact that HSBC has continued to chase him for the associated debt.

Mr A has accepted that some of his concerns are not within my jurisdiction to consider, and in fact this complaint is now essentially about the execution of the agreement.

In brief, Mr A first asked HSBC in the Autumn of 2024 for a copy of the credit agreement he signed when he took out the card in January 2018. HSBC provided him with a copy of what it said *would* have been the agreement in use at the time that he took out the credit card – but said it didn't have a copy of his actual agreement.

Mr A was unhappy with that, saying that without a copy of the agreement signed by both parties, the agreement had not been properly executed in line with the Consumer Credit Act 1974. He brought his complaint to this service. One of our investigators looked into his case and in the course of her investigation, at the end of November 2025, HSBC managed to find Mr A's actual, signed agreement from 2018 and provided it.

The investigator was able to provide that agreement to Mr A, but felt that he had received poor service from HSBC. So she upheld his complaint and recommended that HSBC pay him £350 in compensation.

HSBC accepted that recommendation, but Mr A didn't. He said that HSBC's failure was, "*...serious and significant...*" and asked an Ombudsman to look into things and, "*...increase the compensation to reflect this failure*".

## 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.

Firstly, I want to acknowledge the large amount of testimony from Mr A on this complaint. I hope he will understand that it is a vital part of my role as an Ombudsman to focus on the core issues at hand, which means that I will usually not respond to every point made by a complainant. There is no disrespect in that: it is the nature of my job, and is particularly important in circumstances such as these where Mr A clearly feels very strongly about the situation. It is also permitted by the rules which govern this service, an informal alternative to a court.

S77 of the Consumer Credit Act 1974 requires a creditor (HSBC) to provide an executed copy of an agreement, on demand, for it to be enforceable. HSBC eventually did so. Mr A

has also expressly said he understands that whether an agreement is enforceable in a court of law (in relation to debt recovery) is a matter for a court to decide – not me. Despite having been provided with a copy of his original, signed, credit agreement, Mr A appears to persist in his belief that it was not properly executed. He has not explained why, which is unfortunate. I cannot see any problems with the execution of the agreement, and Mr A hasn't raised any fresh concerns. So I don't find any failing on HSBC's part in that regard.

As mentioned above, the investigator recommended that HSBC pay Mr A £350 compensation to reflect the slow, poor service it provided in obtaining his original, signed, credit agreement.

I asked Mr A to explain why he felt more compensation was due to him; why he considered this failing to have been "serious and significant"; and to elaborate on the impact it had had on him. His response was that my question demonstrated a lack of understanding of his complaint, along with procedural unfairness, which he would address via a judicial review of my decision. But ultimately that he had nothing more to add.

The evidence within this file does not demonstrate, to my mind, that HSBC's lengthy delay in providing Mr A with a copy his original, signed, credit agreement had such an impact on him that more than £350 compensation is merited. It's very clear that Mr A has found this frustrating and irritating. But I cannot identify any other outcome from this failing.

I know this will be a disappointment to Mr A, who I acknowledge has extremely strong feelings about this situation. But I have no evidence before me to suggest it would be fair or reasonable for me to conclude that HSBC should pay any more than £350 to reflect the distress and inconvenience its failing has caused Mr A.

### **Putting things right**

HSBC UK Bank Plc must now pay Mr A £350 to compensate him for the distress and inconvenience caused by it.

### **My final decision**

I uphold this complaint and direct HSBC UK Bank Plc to put things right as set out above. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 20 March 2026.

Siobhan McBride

**Ombudsman**