

The complaint

Mr G complains that HSBC UK Bank Plc didn't send him a copy of his signed credit agreement. He says this prevented him from cancelling during the cooling off period. He's also unhappy that the 0% promotional rate he received was for a shorter period than the period he applied for.

What happened

On 3 August 2024 Mr G applied for a credit card with HSBC. The promotion was for 0% interest for 15 months.

HSBC sent Mr G an SMS message on 14 October 2025 advising him that interest would be applied on the card from 4 November 2025.

Mr G complained to HSBC. He said the credit agreement he downloaded during the application on 3 August 2024 stated that he had an interest free period of 0% on purchases for up to 20 months and 0% on balance transfers for up to 17 months from the date of transfer.

HSBC didn't uphold the complaint. It said that when Mr G applied for the card it was advertised with up to 20 months of interest free purchases and up to 17 months of interest free balance transfers. HSBC said that based on Mr G's application, it was able to offer him 0% on purchases for 15 months from the date of account opening and 0% on balance transfers made within 60 days of account opening for 15 months from the date of transfer. HSBC said these terms had been detailed in the credit agreement which Mr G accepted and returned when he opened his account.

Mr G remained unhappy and brought his complaint to this service. He said that HSBC hadn't sent him a signed copy of his credit agreement and therefore he didn't have the opportunity to review the agreement and cancel during the 14-day cooling off period.

Our investigator didn't uphold the complaint. They said that in order to open the account Mr G had to sign and return the credit agreement, and therefore he had the opportunity to review the rate and term of the promotional interest and read the explanation of his rights in relation to withdrawing from the agreement. The investigator said that even if Mr G hadn't received a signed copy of the agreement, this hadn't affected his right to withdraw.

Mr G didn't agree. He said the first time he received the credit agreement was in October 2025 when he raised his complaint with HSBC. Mr G said he'd been disadvantaged by having to take out another credit card 5 months earlier than planned.

Because Mr G didn't agree I've been asked to review the complaint.

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.

I know it will disappoint Mr G but I agree with the investigator's opinion. I'll explain why.

I've read and considered the whole file but I'll concentrate my comments on those points which are most relevant to my decision. If I don't comment on a specific point, it's not because I've failed to take it on board and think about it, but because I don't think I need to comment on it in order to reach what I think is the right outcome.

The nub of Mr G's complaint is that HSBC didn't send him a signed copy of the credit agreement which he says prevented him from exercising his right to cancel during the 14 day cooling off period.

I've reviewed the terms of the promotional offer that Mr G applied for. The offer refers to a promotional term of up to 20 months for purchases and up to 17 months for balance transfers (my emphasis). This means that HSBC had a discretion to offer a promotional term for less than 20 months and 17 months based on its assessment of the application. In Mr G's case, HSBC offered Mr G 0% on purchases for 15 months and 0% on balance transfers for 15 months.

I've reviewed the credit agreement, and the term of the promotional offer is clearly set out within it.

Mr G says that he never received a signed credit agreement and that he was therefore denied his cancellation rights, the implication being that he would've cancelled the agreement because he wanted a 20-month term.

The cooling off period allows a consumer to cancel a contract for any reason and generally applies for a period of 14 days following the date when the contract or agreement was signed.

Mr G completed his application for the credit card online. I've reviewed the information and screenshots provided by HSBC to see whether Mr G signed the credit agreement.

The screen shots show that Mr G made his application on 3 August 2024. As part of the application, applicants are notified that all documents would be sent electronically. Once the card had been agreed online, the credit card agreement was shown on the screen, and the applicant was required to tick a box to sign the agreement. The screen then prompts the applicant to accept and continue with the application in order for the card to be sent out.

I appreciate that Mr G has said that he didn't receive a copy of his signed agreement. However, based on what I've seen, I'm satisfied that Mr G received and signed the credit agreement online. The cooling off period applied from the date when Mr G signed the agreement, so he had 14 days from 3 August 2024 to withdraw if he wished.

I appreciate that Mr G has said that he didn't receive the signed copy of the credit agreement, but this didn't prevent him from exercising his right to cancel because the credit agreement was sent to him online as part of the application process. I'm satisfied that Mr G had the opportunity to review the credit agreement before signing it and afterwards, and that he could've exercised his right to withdraw for the 14 day period after 3 August 2024 if he'd wished to so.

Mr G has told this service (in response to the investigators opinion) that *"as soon as I entered something in the box for an electronic signature on the screen, the document / webpage disappeared"*. He also said *"I do not dispute what might or might not have been displayed on the screen at the time I signed the agreement"*. This suggests to me that Mr G did receive and sign the agreement online.

Taking all the available information into account, I'm unable to find any evidence that HSBC has made an error or treated Mr G unfairly. I won't be asking HSBC to do anything further.

My final decision

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 29 April 2026.

Emma Davy
Ombudsman