

complaint

Mr H complains HSBC Bank Plc hasn't upheld his section 75 claim.

background

Mr H has a credit card issued by HSBC.

Mr H says he paid a third party to find him a job abroad using his credit card. He says the third party didn't help at all. He complained to HSBC asking for his money back.

HSBC investigated Mr H's complaint and said it was too late to carry out a chargeback. It also said that it wasn't liable under section 75 of the Consumer Credit Act because there was no evidence the third party was in breach of contract. Mr H complained to us saying he was never sent a copy of the contract when he first paid the third party.

Our adjudicator did not recommend that this complaint be upheld as she felt the terms of the contract Mr H signed were clear – his payments weren't refundable and the third party couldn't guarantee a particular outcome. Mr H asked for a decision from an ombudsman saying he didn't think it was fair he should lose his money for nothing.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I've seen the agreement that Mr H signed – it's dated November 2014. The agreement makes it clear that any money Mr H paid was non-refundable and that the third party couldn't guarantee it would get him a job. So I agree with our adjudicator that there's been no breach of contract.

Mr H says he was told his money would be refunded if the third party couldn't find him a job. In other words, that he entered into the agreement on the basis of a misrepresentation. His evidence on this point is limited, and given that the agreement is clear on this point I don't think it helps him. In short, I agree that this complaint shouldn't be upheld.

my final decision

My final decision is that I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 1 February 2016.

Nicolas Atkinson
ombudsman