

## **The complaint**

Mr and Mrs B complain that HSBC UK Bank Plc failed to stop or question payments to gambling companies.

## **What happened**

Mr B says he works abroad and discovered Mrs B had spent about £400,000 on gambling transactions. He says HSBC failed to tell him about the spending or had questioned the transactions. Mr B says HSBC failed in its duty of care to him and would like half of the spending refunded.

HSBC says it's not made a mistake and says there has been no suggestion of fraud. It says Mr and Mrs B are entitled to spend their money as they wish and says regular account statements were sent to them. It also says Mr B could have used online banking or telephone banking to manage the account and neither party raised any concern about the type of spending. HSBC says both Mr and Mrs B are jointly and severally liable for the account and that either party can access it.

Mr and Mrs B brought their complaint to us but our investigator didn't uphold it. The investigator thought we could only look at what had taken place for the six year period before the complaint was brought. And thought that there was no question of fraud here or that HSBC was under any duty to tell the parties what it should be spending money on. The investigator thought the payments were to legitimate companies and that Mr and Mrs B were responsible for the account.

Mr and Mrs B accept that we can only look into the complaint for the six year period before the complaint was brought but do not accept the investigator's view that HSBC has dealt fairly with this 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. Having done so, I have come to the same overall view as the investigator and for the same reasons. I realise Mr and Mrs B will be disappointed by my decision.

I'm satisfied that Mr and Mrs B have a joint account, that both parties are jointly and severally liable for. That means the money is not owned half each for example, and means that either party is entitled to use the account. There is no suggestion here that the transactions in question were fraudulent. And so I don't think HSBC made a mistake by not questioning why so much money was spent on gambling. I'm satisfied that it's up to Mr and Mrs B how they spend their money and how they manage their account.

I appreciate that Mr B says he was unaware of the spending as he works abroad. He has not told us if he returned to the United Kingdom in that period and if he did why he couldn't

check his account or monitor it on his return. I'm satisfied regular account statements were sent to his home and that he could have monitored the account abroad in any event by online or telephone banking. I can see that Mr B appears to have used his account card whilst abroad on occasions and may have been able to carry out some account checks whilst abroad in any event.

Overall I'm satisfied here that HSBC hasn't acted unfairly or made a mistake. I don't think HSBC is obliged to monitor or interfere in a customers spending decisions and its up to the account holders to manage and take responsibility for the account. I can't see that HSBC was ever told there was a problem with the type spending. And had it been, then the position may have been different and could have taken steps for example to prevent this type of spending. In those circumstances and for the reasons I have explained, I can't fairly order HSBC to refund any of the spending.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Mrs B to accept or reject my decision before 10 June 2020.

David Singh  
**Ombudsman**