

The complaint

Ms T complains HSBC UK Bank plc (HSBC) informed her she only paid £2,500 into her credit card account, despite the fact she held a bank stamped receipt for £3,000 and it has unfairly debited her credit card account with the difference.

What happened

Ms T says she visited a branch of HSBC on 1 October 2021 and paid £3,000 in cash into her credit card account. Ms T says she then heard from HSBC on 23 December 2021 to say her credit card account had been adjusted to reflect the fact she had only paid in £2,500. Ms T says has a stamped bank receipt for £3,000 for the deposit she made and is insistent this is the amount she paid in. Ms T says HSBC have applied interest and charges to her credit card account and wants HSBC to recredit her credit card account with £500. Ms T says HSBC have also reduced her credit limit to £2,000 which she wants restored back to the previous limit of £4,000.

HSBC says its cashier advised Ms T at the time she had only paid in £2,500 but had forgotten to amend the credit slip.

Ms T wasn't happy with HSBC's response and referred the matter to this service.

The investigator looked at all the available information and upheld the complaint. The investigator felt HSBC acted unfairly when it adjusted Ms T's credit card account, given she had provided evidence by way of a stamped receipt to show she had deposited £3,000. The investigator felt it was the responsibility of the branch staff to count the money correctly and provide an accurate receipt. The investigator felt HSBC should recredit Ms T's credit card account with £500, remove all interest and charges due to the non-payment of the outstanding £500 and pay Ms T £75 for the trouble and upset caused.

HSBC didn't agree with the investigator's view and asked for the matter to be referred to an ombudsman for a final decision.

I sent both sides a provisional decision, where I said:

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

Having done so, I will also be upholding this complaint but with a slightly different outcome to the investigator.

I can understand it would have been upsetting and frustrating for Ms T to learn the cash she had paid into her credit card account had been adjusted by £500, despite the fact she had a stamped bank receipt.

When looking at this complaint I will consider if HSBC acted fairly when it adjusted Ms T's credit card account to reflect the fact it felt she had only paid £2,500 into her account and not £3,000 as her stamped bank receipt showed.

Ms T's complaint centres around the fact she paid in £3,000 in cash at a local HSBC branch into her credit card account with them and has a stamped receipt for that sum, but HSBC have told her many weeks later, the deposit was for only £2,500 and have adjusted her account accordingly. In addition, Ms T says HSBC have unfairly applied interest and charges to her credit card account and she feels it has also reduced her credit card limit as a result of this.

HSBC says the branch cashier initially advised Ms T when she deposited the cash to her credit card account, the amount was £2,500 but forgot to amend the credit paying in slip and receipt. HSBC says it has correctly charged late payment fees and interest on the credit card account and the credit limit reduction has nothing to do with this complaint.

I have considered what HSBC have said here and its later comments suggesting the stamped bank receipt for £3,000 wasn't sufficient evidence on its own, to confirm Ms T had paid in £3,000 in cash that day, but I'm not fully persuaded by its argument.

It's worth saying Ms T paid in the cash to her credit card account at a branch of HSBC on 1 October 2021, but the adjustment to that cash deposit wasn't made until 23 December 2021. With that in mind it seems unlikely that a cashier having realised on the day of the deposit the amount was incorrect, not only failed to then amend the bank giro credit and the stamped receipt, HSBC themselves didn't pick up on the error until 12 weeks later.

With that in mind I'm satisfied in all likelihood given the amount of time that had passed, I can't see how HSBC would be able to attribute any cash discrepancies at its branch to that particular transaction. After all the receipt and the credit suggest the deposit was correct. It would be the responsibility of the cashier to correctly count the cash deposited and if an error was noticed, for the deposit slip and stamped receipt to be changed in front of the customer at that time.

Ms T is adamant the deposit was correct and has a stamped receipt reflecting that and although HSBC have suggested that isn't sufficient evidence to support Ms T's cash deposit made that day, I'm not sure what other evidence Ms T could possibly provide.

It's fair to say I have to make a decision based on what, in all probability happened that day and based on the evidence provided to me - on balance I'm satisfied Ms T did in all likelihood pay in £3,000 that day.

With that in mind I propose HSBC now adjusts Ms T's credit card account reflecting £3,000 was paid in on 1 October 2021 and any interest and charges applied as a result of the previous adjustment are refunded. Additionally, if HSBC have marked any adverse entries to Ms T's credit file, these should be removed after all these have been marked as a result of the consequences of the adjustment in December 2021. I would also propose HSBC pay Ms T £150 by way of compensation for the trouble and upset it has caused.

With regards to the credit limit being reduced, I can't see that this complaint has been made directly for HSBC to consider by Ms T, but it's fair to say there's no evidence to suggest the credit limit has been reduced as a direct result of this matter, and HSBC are at liberty to amend customers credit limits after review, from time to time if it so wishes. While HSBC will be disappointed with my provisional decision I feel this is a fair outcome here.

Ms T hasn't made any further comments regarding my provisional decision, but I have now heard back from HSBC, so the case has been passed back to me to make a final decision.

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 gave both Ms T and HSBC until 22 December 2022 to accept or reject my provisional decision.

HSBC, while accepting my provisional decision have asked for evidence from Ms T as to the origins of the funds she paid into her credit card account that day, to prove she did pay in £3,000. As I have stated in my provisional decision, the only evidence needed by Ms T here is the cashiers stamped receipt and it's not reasonable for me to ask Ms T for any further evidence than that.

With that in mind I see no need to change or alter my provisional decision and so my final decision remains the same.

Putting things right

I instruct HSBC UK Bank plc to adjust Ms T's credit card account to reflect that £3,000 was paid in on 1 October 2021 and any interest and charges applied as a result of the previous adjustment, are refunded.

Additionally, if HSBC have marked any adverse entries to Ms T's credit file these should be removed. I also instruct HSBC UK Bank plc to pay Ms T £150 by way of compensation for the trouble and upset it has caused.

My final decision

My final decision is that I uphold this complaint.

I instruct HSBC UK Bank plc to adjust Ms T's credit card account to reflect that £3,000 was paid in on 1 October 2021 and any interest and charges applied as a result of the previous adjustment, are refunded. Additionally, if HSBC have marked any adverse entries to Ms T's credit file these should be removed. I also instruct HSBC UK Bank plc to pay Ms T £150 by way of compensation for the trouble and upset it has caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms T to accept or reject my decision before 26 January 2023.

Barry White
Ombudsman