

## **The complaint**

Mr H complains about a number of payments debited from his business current account ("account") with HSBC UK Bank Plc ("HSBC").

## **What happened**

In November/December 2022 Mr H signed up for a subscription service with a company that I will call "B" at a cost of £19.99 a month, payments to be collected from his account under a recurring payment authority.

In December 2022 Mr H says he cancelled, with B, the subscription service he had purchased from it in November/December 2022.

In June 2023 Mr H wrote to HSBC twice to say that he wanted to cancel the recurring payment authority in favour of B and for it to refund to him all the payments of £19.99 that had been debited to his account since January 2023. Under cover of these two letters Mr H said he had tried to contact HSBC by phone on a number of occasions but had been unsuccessful.

In June 2023 HSBC issued Mr H with a final response letter ("FRL"). Under cover of this FRL HSBC:

- said its records show that Mr H called it on 16 June 2023 but failed security
- said it had credited Mr H's account with £50 for any delays he might have experienced in trying to get through to it by phone
- outlined what he needed to do, going forward, to prevent further recurring payments from being debited to his account and for it to be able to consider the making of one or more refunds

In August 2023, and unhappy with HSBC's FRL, Mr H complained to our service.

Mr H's complaint was considered by one of our investigators who came to the view that HSBC, having paid Mr H £50, need do nothing further.

Mr H didn't agree and so his complaint has been passed to me for review and 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.

Having done so I can confirm that I've come to the same overall outcome as the investigator and for broadly the same reasons. There is also very little I can usefully add to what has already been said.

My role in this case is to decide whether HSBC did enough to assist Mr H after he contacted it to cancel the recurring payment authority and to request one or more refunds of £19.99.

Now I don't underestimate Mr H's strength of feeling on this point but I'm satisfied that HSBC has clearly explained what he needs to do to cancel the recurring payment authority and to submit a refund claim. I'm also satisfied that what HSBC has advised Mr H he needs to do isn't unfair, unreasonable or onerous. Therefore, I'm not persuaded that HSBC need do anything further in this respect and I leave it to Mr H to decide whether, on reflection, he now wants to do what HSBC says he needs to do to move things forward.

I appreciate waiting for a call to a business to be connected can be frustrating. But having considered everything the parties have said and submitted on this point I can confirm that I'm satisfied that having paid Mr H £50 HSBC need do pay nothing further in this respect.

### **My final decision**

For the reasons given above my final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 2 April 2024.

Peter Cook  
**Ombudsman**