

The complaint

Mr S complains HSBC UK Bank Plc debited £30,070 from his current account without his authorisation.

What happened

On 22 December 2023, HSBC wrongly debited Mr S' account by £30,070. Mr S noticed this and reported it to HSBC the same day. HSBC didn't put the money back into Mr S' account until 4 January 2024.

Mr S was unhappy with how HSBC had handled things; how long it took HSBC to refund his money and the time he had to spend on the phone to HSBC to sort things out.

HSBC offered Mr S £3,000 in resolution of his complaint. Mr S said he wanted £10,000.

Mr S referred his complaint to our service. An Investigator considered his complaint and said, in summary, she thought the £3,000 HSBC had offered was fair and reasonable to resolve things.

Mr S didn't accept the Investigator's findings. He remained unhappy that HSBC had made an error and felt the £3,000 didn't cover his time.

As Mr S didn't agree, the complaint's been passed to me to decide.

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 think it's important to firstly explain I've read and taken into account all of the information provided by both parties, in reaching my decision. I say this as I'm aware I've summarised Mr S' complaint in considerably less detail than he has. If I've not reflected something that's been said it's not because I didn't see it, it's because I've focussed on the details most relevant to the outcome of the complaint. This isn't intended as a discourtesy to either party, but merely to reflect my informal role in deciding what a fair and reasonable outcome is. This also means I don't think it's necessary to get an answer, or provide my own answer, to every question raised unless I think it's relevant to the crux of the complaint.

It isn't in dispute that HSBC wrongly debited £30,070 from Mr S' account on 22 December 2023. HSBC have explained this was due to human error. HSBC accept that they should have refunded the money immediately and they didn't do so until 4 January 2024.

I know Mr S remains unhappy with how the error happened in the first place and says he's been given conflicting information about how it was possible and whether it's a common occurrence. But I don't think this makes a difference to the overall outcome of Mr S' complaint. I say this because HSBC have already given an explanation as to how the error

occurred and, while I know Mr S won't agree, I'm satisfied that explanation is sufficient in the circumstances. Where a firm like HSBC makes an error, the role of this service is to put a customer back in the position they ought to have been in had no error occurred. So what remains for me to consider is whether HSBC have done enough to put things right.

To do this, I've reviewed the timeline of events and listened to the calls between Mr S and HSBC. As Mr S will know, there are a substantial number of calls and though I've listened to all of them, I'm not going to go into the detail of each of the calls here.

Having done so, I agree with Mr S that it shouldn't have taken anywhere near as long as it did for HSBC to refund the money and apologise for their error. I also agree that he spent a significant amount of time on the phone to HSBC, was often passed to multiple people and was given conflicting information. Indeed, HSBC have also accepted the service he received during the calls was poor.

I've thought carefully about the impact Mr S has told us this had on him. First and foremost, it's important to confirm Mr S has now had the missing money returned to him. I don't doubt that it was extremely worrying, stressful and frustrating not least because of the amount of money that had gone missing and because Mr S' experience of trying to resolve this with HSBC was so poor.

Mr S' strength of feeling is clear in the calls he's had with HSBC but it's not our role to punish financial businesses. Mistakes happen, in Mr S' case, a very significant one. I can see Mr S has previously been referred to our website, where we set out some general information on how we approach compensation for distress and inconvenience. We don't ordinarily compensate someone for their time at an hourly rate. And Mr S hasn't described any specific impacts on his day-to-day finances or significant purchases. So considering the error that was made and that it took two weeks to resolve, I'm satisfied £3,000 and the multiple apologies HSBC have given are fair and reasonable in resolution of this complaint.

Mr S was also unhappy that call recordings were sent to him in unencrypted emails. He says because he wasn't required to enter a password to access them, they can't have been encrypted. HSBC has told us that all their emails are sent encrypted and that Mr S' email address had previously been sent emails so he wouldn't be required to enter a password every time. They've been unable to provide evidence the emails were sent encrypted. But even if the calls weren't sent in encrypted emails, I've seen nothing to suggest that the recordings were accessed by someone other than Mr S. So I'm still satisfied what HSBC has already offered is fair and reasonable in resolution of this complaint.

My final decision

For the reasons I've explained, my decision is that what HSBC has already offered is fair and reasonable in all the circumstances of this complaint.

To put things right, I require HSBC UK Bank Plc to pay Mr S £3,000.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 20 May 2025.

Eleanor Rippengale
Ombudsman