

## **The complaint**

Miss K has complained that HSBC UK Bank Plc can't provide her with evidence that she tried to pay for her car insurance.

## **What happened**

Miss K says in December 2023 she tried to renew her car insurance by making a payment from her bank account. She says she received a text message from HSBC regarding the payment with a verification code. She entered the code and thought the payment had been made. However the payment didn't actually go through. Miss K says she wasn't aware of that.

In January 2024 Miss K was stopped by the police for driving whilst uninsured. Her car was impounded by the police. Miss K asked HSBC for evidence that she had tried to pay the insurance premium so that she could provide that to the court. In the meantime she had lost her phone and had to get a new number, so she doesn't have access to the text message. She also doesn't have any emails regarding the renewal of the policy.

HSBC said it had no record of sending any text messages to Miss K at the relevant time. It said it was Miss K's responsibility to check that the payment had gone through and that she'd received confirmation of the policy from her insurer.

Miss K complained to HSBC. Initially it didn't log her contact with it as a complaint. It later apologised for that and paid her £100 compensation.

Miss K referred her complaint to this service. Our Investigator didn't think it was HSBC's fault that Miss K had been driving whilst uninsured. She thought compensation of £100 was appropriate for the poor service in not addressing her complaint sooner. As Miss K didn't agree, the matter has been referred to me.

## **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 can understand that having her car impounded and being taken to court for driving whilst uninsured must have been very upsetting and difficult for Miss K. It's unfortunate that for a number of different reasons her best hope of defending herself was obtaining a copy of a text message from HSBC regarding the payment of her premium.

HSBC said after reviewing its records it was unable to locate any record of a text message having been sent in December 2023 to Miss K to verify a transaction. It also had no record of a payment having been declined around the same time. I can't reasonably require HSBC to provide this evidence when it says it can't do so. I also don't think I can find HSBC at fault in not keeping a copy of the text message Miss K says she received, when there is no supporting evidence that such a message was sent.

HSBC accepted that it shouldn't have overlooked logging Miss K's initial complaint. It paid her £100 compensation for that. Taking everything into consideration I consider that to have been a fair response.

Although I can appreciate Miss K's extreme disappointment, I'm not persuaded that HSBC treated her unfairly or unreasonably. Because of this I can't require it to do anything further to resolve her complaint.

### **My final decision**

For the reasons given above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss K to accept or reject my decision before 21 February 2025.

Elizabeth Grant  
**Ombudsman**