

The complaint

Mrs D has complained that, when she went to reactive a dormant account with HSBC UK Bank Plc (“HSBC”), the balance of the account was less than she expected it to be.

What happened

Mrs D held an account with HSBC. However, Mrs D moved overseas in 2012, and the account subsequently became dormant.

In December 2024, Mrs D contacted HSBC to reactivate her account so that she could access the money in the account. After Mrs D regained access to her account, Mrs D saw that the balance of the account was £57.66. However, Mrs D expected there to be £396.63 in the account, as that was the balance of the account on a bank statement from August 2012.

Mrs D complained to HSBC about the balance of the account being lower than she expected. HSBC issued its final response on 13 January 2025 and didn’t uphold the complaint. HSBC said that it was only required to retain records for six years. It said that its earliest statement for Mrs D’s account was from 2019 and it confirmed that the balance of the account back then was £57.66. So, HSBC concluded that it was unable to look into Mrs D’s concerns any further. However, due to the amount of time that Mrs D spent discussing the matter, HSBC paid Mrs D £50 as a gesture of goodwill.

After Mrs D referred her complaint to this service, one of our investigators assessed the complaint, and they ultimately didn’t uphold the complaint.

As Mrs D didn’t agree with the investigator’s outcome, the matter has been referred for an ombudsman’s 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 considered everything, I don’t uphold this complaint. I will explain why.

Firstly, I think it may help to explain that where matters are in dispute and evidence is incomplete, as is the case here, I need to decide what I think most likely happened, based on all of the evidence that *is* available.

In this complaint, Mrs D has provided a statement of her HSBC account from 2012, which showed that it had a balance of £396.62. But when the account was reactivated in 2025, the balance was only £57.66. Therefore, Mrs D says that HSBC should reimburse her for the shortfall in the amount of money in her account.

However, given all of the evidence that is available, on balance, I’m unable to say that the balance of the account was lower than Mrs D was expecting due to anything that HSBC did wrong. I will explain why.

The last statement Mrs D has provided for her HSBC account is from August 2012. Whereas the last statement that HSBC can provide goes as far back as October 2018. Mrs D says that HSBC should be held responsible for the shortfall because it doesn't have statements going as far back as August 2012. However, I don't find that to be particularly unusual, as banks are generally only required to keep such information for a period of 6 years. On occasion banks sometimes have information going back further in time, but unfortunately that does not seem to be the case here. So, I can't say that HSBC is being unfair or unreasonable simply because it can't provide account statements – for an account that has been dormant for a number of years - going back over 12 years.

Turning now to the evidence that is available, Mrs D has provided a HSBC statement from August 2012, and she has told us that she moved overseas in October 2012. Therefore, this gives a window between 3 August 2012 and 18 October 2012, whereby Mrs D was still in the UK and she could've paid money in and also taken money out of the account in question – that can't be accounted for with any statements.

Looking at the statements that are available, the account was in a credit balance and I can't see that HSBC was applying any regular charges i.e. overdraft charges or package account fees, to Mrs D's account. And the statements HSBC have provided show the balance on the account hasn't changed since at least September 2018. So it seems unlikely that the lower balance was caused by HSBC making deductions for bank charges or fees over a period of time. There is however evidence, especially between April and May 2012 that Mrs D was still actively using her HSBC account to deposit money and make payments. And Mrs D has provided evidence that she was also still using an account with another UK bank up until at least 6 August 2012.

So when weighing everything up, I think it's more likely to be the case that the balance of Mrs D's account was lower in 2025, not because of any error made by HSBC, but because Mrs D had withdrawn money or made payments from her HSBC account at some point between 3 August 2012 and 18 October 2012. And Mrs D would've still been able to make payments from her account, even after she'd moved abroad. Although I accept that Mrs D may not recall this.

So overall, I've not seen enough evidence in this complaint for me to conclude that HSBC has done anything wrong or acted unfairly or unreasonably regarding the money that was in Mrs D's account.

It therefore follows, that I don't think it would be reasonable in the circumstances for me to say that HSBC should pay money to Mrs D, because the money in her dormant account wasn't as much as she expected it to be.

My final decision

Because of the reasons given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 30 April 2025.

Thomas White
Ombudsman