

The complaint

Mr K complains HSBC UK Bank Plc gave him an overdraft facility, despite not asking for one. He's also unhappy he was sent a letter regarding the overdraft.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. The facts aren't in dispute, so I'll focus on giving the reasons for my 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've reached the same conclusions as our Investigator, for these reasons:

- In early December 2024, Mr K applied for an HSBC bank account online. HSBC says that during the application, Mr K opted in for an overdraft. However, Mr K says he didn't. I've seen the audit trail for Mr K's account application, and this shows he did opt in for an overdraft – and that he accepted the separate terms and conditions for the overdraft facility. So, I consider it's more likely than not that he did select to have an overdraft facility applied to his account. It may have been mistake on Mr K's part, but it wouldn't be fair for me to hold HSBC responsible for that.
- I have no reason to disbelieve Mr K didn't want an overdraft. That's because he complained about it just three days after HSBC sent a letter confirming the overdraft was in place. Mr K explained he didn't want an overdraft due to his religious beliefs, and I was pleased to hear HSBC's adviser take his concerns seriously. I say this because the adviser offered to remove the overdraft during that call and actioned the removal when Mr K confirmed that's what he wanted. That was the right thing to do in the circumstances, and I consider that was a fair and reasonable way to resolve Mr K's concerns about the overdraft being added to his account.
- As mentioned above, HSBC sent Mr K a letter confirming the overdraft was in place and sharing the terms and conditions of the facility. When such a facility is put in place I would expect a bank, like HSBC, to share information about it. So, I don't think it was wrong of HSBC to do that. HSBC has confirmed they're currently unable to share this information digitally, which is why it was sent by letter. But they did acknowledge they're aware Mr K doesn't prefer correspondence by post. However, during Mr K's complaint call with HSBC he explained that was the first opportunity he'd had to share information about his vulnerability and that being reason he didn't want letters.
- I acknowledge it would have been distressing for Mr K to receive the letter, and it would have been an experience he wanted to avoid. But Mr K himself said HSBC didn't know about his vulnerability at the point of application – nor sending of the

letter. In turn, they couldn't have foreseen the impact sending a letter would have on Mr K. So, it's for this reason, I don't consider it would be fair to uphold this complaint point.

For the reasons above, I don't consider HSBC needs to do anything further to resolve Mr K's complaint.

My final decision

My final decision is that I'm not upholding Mr K's complaint about HSBC UK Bank Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 22 July 2025.

Sarrah Turay
Ombudsman