

The complaint

Miss A complains about HSBC UK Bank Plc's ("HSBC") actions upon her notifying them there had been an unauthorised payment on her account.

What happened

The background to this complaint is well known to both parties, so I won't repeat it in detail here. But in summary, I understand it to be as follows.

Miss A noticed an unauthorised transaction that was posted on her HSBC account. Miss A then contacted HSBC to make them aware of the issue and to request reimbursement of the payment.

HSBC reviewed the matter and explained that it was a test transaction, and that it wouldn't be debited from her account.

Shortly after making HSBC aware of the payment, Miss A raised a formal complaint on the basis that they failed to treat the payment as unauthorised and properly investigate it. Miss A was also dissatisfied with the way in which HSBC handled the situation.

HSBC looked into Miss A's complaint but declined it on the basis that they'd handled the situation appropriately. Dissatisfied with this response, Miss A referred her complaint to our service.

An investigator looked into the complaint but didn't uphold it as they felt HSBC hadn't acted incorrectly when dealing with the situation.

Miss A disagreed with the investigator's findings as she still believed that HSBC didn't handle the situation appropriately.

As the complaint couldn't be resolved by the investigator it has been passed to me for a 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.

In keeping with our role as an informal dispute resolution service, I will focus here on the points I find to be material to the outcome of Miss A's complaint. This is not meant to be a discourtesy to Miss A and I want to assure her I have considered everything she has submitted carefully.

In deciding what's fair and reasonable in all the circumstances of a complaint, I'm required to take into account relevant: law and regulations; regulators' rules, guidance and standards; codes of practice; and, where appropriate, what I consider to be good industry practice at the time.

When Miss A first contacted HSBC they explained that the payment appeared to be a test charge, which merchants occasionally do in order to confirm that an account is genuine. HSBC also explained that the payment will not be debited from Miss A's account, given that it was a test charge. HSBC assure Miss A that as long as her telephone and online banking security credentials are safe that no one else will have access to her funds or accounts.

Miss A clarified that she hadn't used the card and that the test charge should not have appeared on her account. HSBC then explained the measures she can take to cancel her card if she had concerns that its details had been obtained by an unauthorised third party.

Having read the correspondence between Miss A and HSBC, I'm satisfied that HSBC explained why the payment had occurred and assured Miss A of the security of her account appropriately. I wouldn't have expected HSBC to have carried out any additional investigation in order to determine how or why the transaction occurred and I believe their explanations regarding the transaction to be appropriate and sufficient in this instance.

Miss A has made it clear that she is dissatisfied that, despite numerous attempts, HSBC failed to log her complaint when asked to do so.

I understand Miss A's frustration that HSBC didn't officially log a complaint when requested. That said, I can see that HSBC attempted to resolve the situation by giving further information about the transaction and how it occurred, as well as further information as to how Miss A could ensure the security of her account.

When businesses are made aware of a complaint, I don't find it to be unusual or unreasonable for them to attempt to resolve the situation there and then. In this instance, I believe the explanations provided by HSBC were an attempt to resolve Miss A's complaint. Following these explanations, the live chat function became inactive.

I can also see that HSBC attempted to gather further information regarding the situation and the exact circumstances as to why Miss A wanted to raise a complaint; something I'd expect to see of businesses in such situations. Again, the live chat function became inactive.

As that's the case, I don't believe HSBC acted incorrectly by trying to resolve Miss A's concerns or by requesting further information before they officially logged her complaint.

I appreciate Miss A's dissatisfaction that the live chat function elapsed on several occasions, meaning she had to get back in touch with HSBC to request for her complaint to be formally logged.

HSBC have explained that their chat function automatically closes after a certain period of inactivity. And, given the time that passes in between the messages between the parties, I can see why the live chat feature timed out and don't believe HSBC's reasons and explanations for this to be unreasonable.

Furthermore, I don't find it unreasonable for HSBC to have asked Miss A to confirm the reason why she contacted them on each occasion a new chat had started as they needed to ensure they were discussing the relevant situation and circumstances.

Based on everything I've seen, I'm satisfied that HSBC gave appropriate explanations as to how the transaction occurred as well as giving assurances as to the security of Miss A's account, as well as how she could ensure the security of the account going forward.

I'm also satisfied that HSBC acted appropriately during its interactions with Miss A and I don't believe it unreasonable for the live chat function to have timed out on the occasions it did.

Because of this, I'm not persuaded that HSBC should take any action in order to resolve this complaint or that they should compensate Miss A for the way in which they handled the situation.

My final decision

My final decision is that I do not uphold this complaint against HSBC UK Bank Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 23 March 2026.

Billy Wyatt
Ombudsman