

The complaint

Mr B complains that HSBC UK Bank Plc is holding him liable for transactions which he says he didn't authorise.

What happened

Mr B complained to HSBC on 2 June 2023 about transactions on his account dating back to 2015. HSBC refunded one transaction for £26.90 dated 25 May 2023, but it said Mr B couldn't dispute any transactions which were over 120 days based on the VISA scheme rules.

Mr B wasn't satisfied and so he complained to this service. He said he believed that multiple merchants had either overcharged him or used his card details while he wasn't present. He also complained about the service he received from HSBC when he went into branch to report the transactions in 2016/2017.

Our investigator told Mr B that our rules meant we couldn't consider any transactions dated before June 2017. He further explained that there was only ever one active debit card at a time, the card was present for most of the disputed transactions, and most of the transactions were authenticated using chip and PIN, or by tapping the card. He noted a small number of payments were authenticated online.

He said Mr B had said that he keeps his card secure in his wallet where nobody else could reasonably access it, he doesn't give permission for anyone else to use it, it wasn't lost or stolen, nobody knows the PIN, it isn't written down anywhere, and it isn't easy to guess.

He commented that fraudsters typically spend to limits as rapidly as possible, and that the likelihood of Mr B's card being cloned, or that the fraud was initiated by the merchants was low. He felt it was more likely that Mr B was mistaken or had misremembered the transactions, especially as most of them were with local merchants and in shops he frequented. So, he was satisfied the transactions were authorised and that HSBC didn't need to refund them.

Finally, our investigator concluded there was no evidence that Mr B had received poor service from HSBC.

Mr B has asked for the complaint to be reviewed by an Ombudsman. He maintains he didn't authorise the transactions and he doesn't accept that his debit card wasn't cloned. And he feels his complaint about poor service wasn't properly considered.

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 done so, I've reached the same conclusion as our investigator. And for largely the same reasons. I know Mr B feels strongly about this complaint, and this will come as a disappointment to him, so I'll explain why.

Authorisation

As part of this complaint, I've considered transactions dated between 25 May 2017 and 25 May 2023. Authorisation has two limbs – authentication and consent. So, HSBC needs to show the transactions were authenticated as well as showing Mr B consented to them.

Authentication

HSBC has produced data covering the period of the disputed transactions which shows multiple transactions were made using Mr B's debit card, some of which were contactless, and some were made using the PIN. So, I'm satisfied they were authenticated.

Consent

Mr B has suggested that multiple local merchants might have overcharged him, but even if I accepted this, it's important to highlight that under the applicable regulations, consent doesn't depend on Mr B having been fully aware of the details of the payments each time he presented his card. So, for example, if there was a mistake or he was somehow tricked into paying a different amount to what he expected, this wouldn't necessarily mean he didn't consent to the transaction, and there remains an onus on consumers to confirm the amount they are being charged.

For Mr B to be regarded as having consented to the payment, it would be enough for him to have agreed to make a payment and willingly presented his card or entered his details to authenticate it. And I'm satisfied that he did, so I wouldn't be able to uphold the complaint on this basis.

Mr B has also suggested that the merchants might have used his card details while he wasn't present, but based on the evidence I've seen, I'm satisfied Mr B's card was present for most of the transactions. Critically, he has stated that his card was secure, and he hadn't given his details to a third party, so there is no point of compromise or explanation for how a third party could have used his card without his permission. So, I think it's unlikely that the merchants used his card details while he wasn't present.

Mr B has also suggested that his card was cloned, but I don't think this is consistent with the low value payments that Mr B is disputing and while I note Mr B feel it's unfair to generalise fraudulent behaviour, I agree with our investigator that these payments aren't consistent with them having been made as part of a sophisticated fraud.

Finally, Mr B has expressed concerns about a few of the online transactions, but in the absence of anything to suggest they were made fraudulently and in the context of the outcome of the complaint, I've no reason to conclude they weren't authorised.

Overall and considering there is no plausible point of compromise for Mr B's card and PIN, I think it's most likely that the transactions were performed by Mr B himself. Because of this, I'm satisfied HSBC has shown that he authorised the transactions and so I can't fairly ask it to refund the money.

Finally, the time limit for reporting authorised payments is 13 months from the date of the transaction, and so many of the claims would have been out of time. And as HSBC would have had evidence to contradict Mr B's claim that transactions were unauthorised, I'm satisfied that the decision not to refund the more recent transactions was fair. For the same reason, I'm satisfied that HSBC's decision not to raise further chargeback disputes was fair.

Customer service

Mr H has complained about the service he received when he first attended a branch to report the disputed transactions. He is also unhappy that one of HSBC's agents hung up the phone during a later call. While I understand both these incidents must have been distressing, I haven't seen any evidence of either and so I can't direct that Mr B is paid any compensation.

My final decision

For the reasons I've outlined above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 7 January 2026.

Carolyn Bonnell
Ombudsman