

The complaint

HSBC UK Bank Plc ('HSBC Bank') provided Mr C with an overdraft. Mr C complained about unaffordable lending in 2022 and this was brought to this service that same year. Mr C thinks that HSBC Bank has not complied with the determination in that case. In addition, Mr C is unhappy with the charges he incurred recently on his overdraft.

What happened

Our investigator has explained that Mr C had raised complaints to HSBC – and us – in the years since the initial complaint in 2022 and those matters were no longer ones we could look at. The investigator explained that, as such, we were only looking at issues since 30 September 2024 at this time. Mr C accepted that.

The investigator did not uphold Mr C's complaint. Mr C disagreed and asked for an ombudsman to review the matter.

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.

We've set out our general approach to complaints about unaffordable or irresponsible lending on our website and I've taken this into account in deciding Mr C's case.

I've decided that HSBC Bank acted fairly because:

- Our initial findings in 2022 were that HSBC Bank were to remove all interest, fees and charges on the account from December 2018 to May 2022. If there was a balance left after so doing, they were to arrange a suitable repayment plan. The evidence suggests that happened.
- More recently, HSBC Bank wrote to Mr C on 13 June 2024, explaining how the arranged overdraft agreement would work. I have seen no evidence to support the idea that HSBC Bank has failed to manage the agreement in accordance with the terms of that agreement.
- HSBC Bank has refunded some interest and suppressed some interest payments. Those were done as a gesture of goodwill and not strictly following the terms of the agreement. I have seen no evidence to support the idea that HSBC Bank should forego any more interest than it has already chosen to do.

I've also considered whether the relationship might have been unfair under s.140A of the Consumer Credit Act 1974. However, for the reasons I've already given, I don't think HSBC Bank did anything wrong or otherwise treated him unfairly. I haven't seen anything to

suggest that s.140A or anything else would, given the facts of this complaint, lead to a different outcome here.

I know this isn't the outcome Mr C hoped for. I've seen what he's said in response to our investigator's finding and I've taken that into consideration. But for the reasons above, I'm not asking HSBC Bank to do anything to put things right.

Mr C is free to continue to discuss his finances with HSBC UK Bank Plc and to agree a way forward. But that lies outside the remit of this decision.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 20 February 2026.

Douglas Sayers
Ombudsman