

The complaint

Mr S complains that HSBC UK Bank Plc unfairly re-debited his credit card account after he made a mistake completing a form.

What happened

Mr S says that he was the victim of fraud in 2024 when he used his HSBC credit card to buy flights. After HSBC refused to refund him, Mr S complained to our service in July 2024. An investigator considered that complaint and agreed that HSBC didn't need to refund the money.

Mr S then complained to HSBC after it removed the temporary credit it had applied to his account in early October 2024. Mr S was unhappy that HSBC cancelled his dispute after he mistakenly ticked the wrong box on a form. HSBC apologised that it didn't give Mr S advance notice of its' intention to remove the temporary credit and paid him £100.

Our investigator thought that HSBC responded fairly when it paid Mr S £100 to apologise. Our investigator acknowledged Mr S's comment that HSBC failed to make him aware where to sign on the form but didn't agree that HSBC made a mistake when it cancelled the dispute and debited Mr S's account.

Mr S remains unhappy with the investigation outcome. He says that another credit card company refunded money to him so asks why HSBC can't do the same. Mr S says he was undergoing medical treatment and is struggling with his mental health. Mr S says that HSBC didn't make the refund process straightforward and didn't explain how to complete the form to claim the refund.

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.

I appreciate that I have summarised this complaint in less detail than the parties and that I have done so using my own words. The rules which govern us, together with the informal nature of our service, allow me to take this approach. But this doesn't mean I have not considered everything the parties have given to us. I also want to make it clear that I am only considering Mr S's current complaint as it relates to HSBC re-debiting the temporary credit.

My understanding is that HSBC applied the temporary credit to Mr S's account after it raised a dispute with the merchant's bank about the transaction on his behalf. As the merchant's bank rejected the dispute, HSBC sent Mr S a form to complete. This form gave Mr S the option to provide further evidence or cancel his dispute. I have a copy of the form which Mr S completed in November 2024. I can see that he chose the option which said - "Please cancel my dispute. Based on this new information, I authorise you to re-debit the funds from my account and take no further action".

I appreciate Mr S was struggling with poor health at the time, but I can't see that he made

HSBC aware of his circumstances before he completed the form, so I can't find that it was on notice that he might need extra help. I'm satisfied that HSBC clearly outlined the options available to him within the form. If Mr S didn't properly understand the form, I think it would have been reasonable to expect him to discuss the two options with HSBC. As Mr S opted to cancel his dispute, I can't fairly find that HSBC acted unreasonably when it cancelled his dispute and re-debited the funds.

Although the option Mr S chose on the form said he authorised HSBC to re-debit the funds, HSBC agrees that it should have given him seven days' notice before removing the credit from his account. Like our investigator, I consider that HSBC's apology and £100 compensation payment go far enough to recognise the inconvenience and upset caused to Mr S when he found the money had left his account. But as I don't find that HSBC was wrong to re-debit the amount in the first place, I don't require it to take further action.

My final decision

My final decision is that I don't uphold this complaint in the sense that I consider HSBC has already done enough to put things right for Mr S.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 6 February 2026.

Gemma Bowen
Ombudsman