

## **Complaint**

Miss W complains about fees and charges that HSBC UK Bank Plc applied to her current account from 2009 to 2012.

## **Background**

Miss W originally complained to HSBC about charges that were applied to her current account between 2009 and 2012. Miss W said the charges for the period totalled £1,911 and asked HSBC to refund them.

Miss W went on to refer her complaint to our service and it was passed to an adjudicator. The adjudicator said we couldn't consider all of the fees Miss W had been charged because of the amount of time that's passed. An ombudsman also looked at the case and on 28 October 2019 issued a decision setting out how far back our service could look. The ombudsman's decision said the Financial Ombudsman Service can look at charges applied after 12 June 2011.

The adjudicator looked at charges applied to Miss W's account after 12 June 2011. They found four charges but noted that two had been refunded by HSBC already. The adjudicator said charges applied on 24 August 2011 for £11 and 24 November 2011 for £75 had been added correctly and didn't ask HSBC to refund them.

Miss W asked to appeal and said that the way HSBC dealt with her complaint in 2017 was poor. As Miss W asked to appeal her complaint has been passed to me to make a decision.

## **My findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Please note that, in line with the previous decision dated 28 October 2019, I'm going to look at charges applied to Mrs W's account from 12 June 2011.

Businesses are allowed to charge customers when an account isn't operated in line with the agreed terms. In this case, HSBC's terms say it will charge account holders if the balance goes over the agreed overdraft limit. HSBC's terms say it can also charge a customer if items are returned unpaid due to a lack of funds. I know Miss W feels the level of fees applied was unfair, but I'm unable to challenge HSBC's actions on that basis. I've looked at the account terms and Miss W's statements to see whether HSBC has made any mistakes.

As the adjudicator's already said, during the period in question there were four charges. I've looked at the £100 fee applied on 24 June 2011 but can see it was refunded by HSBC on the same day. The 24 December 2012 charge of £50 was also refunded by HSBC.

I've focused on the two remaining charged. On 24 August 2011 Miss W's account was charged £11. But the statements show that Miss W's account had previously gone over the overdraft limit. HSBC charged Miss W £75 on 24 November 2011 but her account balance exceeded the overdraft limit for around 10 days in the preceding weeks. I'm sorry to disappoint Miss W but I'm satisfied the charges have been correctly applied, in line with the account terms.

Businesses have to treat customers experiencing financial difficulties positively and sympathetically. Unfortunately, due to the amount of time that's passed, HSBC's contact notes aren't now available. But HSBC did refund two charges it intended to apply during the period in question. I think that shows HSBC was willing to provide some breathing space to Miss W during a difficult period.

I'm very sorry to disappoint Miss W but, having reviewed the charges applied to her account after 12 June 2011, I haven't found any evidence of a mistake. The charges were applied after Miss W's account balance went over the agreed overdraft limit and are in line with the terms. I'm satisfied HSBC acted positively and sympathetically as it agreed to refund charges during the period in question. As I haven't found that HSBC acted unfairly and I'm satisfied it's response to Miss W's complaint was reasonable, I'm not telling it to do anything else.

### **My final decision**

My decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 27 March 2020.

Marco Manente  
**ombudsman**