

complaint

Mr B complains that HSBC UK Bank Plc didn't accept a cash deposit that he'd asked a third party to make on his behalf.

background

On 19 February 2019, Mr B's HSBC bank account balance was above his authorised overdraft limit. Mr B works during branch opening hours, so he asked a relative to pay cash into account at his local branch to bring the account back within the limit. The branch staff didn't allow Mr B's relative to do this because the bank's policy is that only account holders can pay money in, unless there's a formal arrangement for somebody else to do so – which there wasn't here. Mr B arranged an online bank transfer into his account instead and his account was back within the overdraft limit by the end of the day.

Mr B was unhappy that the branch hadn't allowed his relative to pay money in. He complained to HSBC about what had happened and that his branch wasn't open on Saturdays for him to attend instead. He wanted HSBC to reconsider its policy and to refund him the fees he'd been charged for going above his overdraft limit that day.

HSBC apologised for the inconvenience to Mr B, but didn't uphold the complaint. It said the policy was intended to protect customers and prevent financial crime. It said it had notified customers of the new arrangements before they had been introduced in December 2018.

Mr B wasn't happy with HSBC's response and brought his complaint to our service. An adjudicator considered it but didn't agree that HSBC had made a mistake. She concluded the bank's policy on paying in funds and branch opening hours was a legitimate commercial decision, which it was entitled to make. And she couldn't see Mr B had been charged.

Mr B wasn't satisfied with the adjudicator's view and felt that HSBC had given a different version of events to our service. He asked for an ombudsman's 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.

I appreciate that Mr B would've been frustrated when his relative couldn't pay money into his account, and that he's found it difficult to carry out his branch banking around his working hours. But having considered his complaint carefully, I don't agree that HSBC needs to do anything more here – I'll explain why.

HSBC have shared the terms and conditions that applied to Mr B's account on the date his relative tried to pay money into it. These clearly say "*only the account holder can pay cash in over the counter at HSBC UK branches and self-service machines*". From this, I'm satisfied that the branch staff's decision to refuse the transaction was in line with the terms of his account at that time and so they were following their own process.

This policy was introduced in December 2018, and HSBC's said it's intended to protect customers by tackling financial crime. Having read the terms and conditions of HSBC's current accounts, I see nothing to suggest that HSBC wasn't entitled to make this change. I also think it would be unfair to find against HSBC for making a change that's intended to help comply with its regulatory obligations, particularly because I don't think Mr B was disadvantaged by the change. I say this because Mr B still had other ways he could still pay money into his account, for example, online or asking his relative to make a transfer into the account.

HSBC's explained that it told customers about the new arrangements in advance, through notices in branch and on its website. It says that customers who'd paid in cash in the three months before the policy was introduced were sent an email about the change. Mr B says he didn't receive this email or know about the new policy. It's unfortunate he wasn't aware, but on balance I think HSBC took reasonable efforts to notify him about the new arrangements. And overall, I don't think the change was detrimental to him.

Mr B says he was told he'd be charged for going above his overdraft limit that day, and asked our service to order HSBC to refund the charges. From the evidence I've seen, I'm satisfied that because Mr B was able to arrange to have funds transferred into his account online, in the end no charges were applied and so there isn't anything to refund here.

I've considered whether Mr B should be compensated for trouble and upset he's said he's experienced. I understand it would've been frustrating for him when the cash couldn't be paid in and he had to arrange an online payment. But although I sympathise with Mr B, it doesn't lead me to find HSBC at fault. I think HSBC was entitled to operate such a policy, that it made reasonable efforts to tell Mr B about it, and that he had other ways to pay money in. HSBC apologised for any inconvenience Mr B suffered in its response to his complaint and I don't think it needs to do anything more here to resolve the matter.

Finally, Mr B has complained that HSBC gave our service and him different versions of these events. I've considered his concerns carefully, but from the evidence I'm satisfied that HSBC has been consistent here - it's clarified its response but not changed it. Mr B has also asked our service to order HSBC to extend the opening hours at his branch. But that a business decision for HSBC to take and it's not one we'd interfere with.

my final decision

For the reasons I've explained here, I do not uphold Mr B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 20 June 2019.

Katy Pillai
ombudsman