

complaint

Mr W complains that HSBC Bank plc has taken unreasonable bank charges from his business account, which could have been avoided had the bank not cancelled a meeting to discuss the account. He wants all but £28 of the outstanding balance refunded and an agreement reached for the repayment of the outstanding business credit card debt.

Mr W is represented in his complaint by his mother, Mrs W.

background

Mr W's business experienced difficulties in 2011, and charges started to be incurred on the business current account. Attempts were made to discuss the situation with the local HSBC branch, but the first two appointments (on 31 August 2011 and 18 October 2011) were cancelled by Mr W because of ill health and work commitments. A third appointment, on 27 October 2011, was cancelled by the branch. During this period the account continued to incur charges as a result of items being returned unpaid.

Following Mr W's complaint about these charges, HSBC offered to refund all interest and charges - a total of £212.89 - taken after 31 October 2011, between when the account ceased to be used and its closure in January 2012. It has passed the account, and the related credit card debt, to a debt collection agency.

Mr W says that almost all the outstanding current account debt is caused by bank charges and wants all but £28 of the debt refunded. He also wants the bank to agree to allow him to repay the credit card debt over a reasonable period.

The adjudicator did not recommend that the complaint should be upheld. She concluded, in summary, that the charges and interest were applied by HSBC in accordance with its terms and conditions. She considered the bank's offer to refund £212.89 of charges and interest applied after the current account ceased to be used was fair and reasonable, and was not persuaded that the delay in arranging an appointment had any significant impact upon the amount of charges that arose. She also considered HSBC's subsequent action in defaulting the account fair and reasonable.

On behalf of Mr W, Mrs W has not accepted the adjudicator's conclusions.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Having done so, I have reached the same conclusions as the adjudicator, and for the same reasons.

HSBC was entitled to charge fees and interest on the business current account in accordance with its terms and conditions for operating that account. The delay in arranging an appointment was, until 27 October 2011, not caused by the bank. I consider its offer to refund the interest and charges applied after the account stopped being used (from 31 October 2011) to be a fair and reasonable response to Mr W's request for assistance.

I do not, therefore, find that HSBC should reduce the balance outstanding upon the current account by more than the £212.89 already offered. I also consider its action in defaulting the account and passing it, and the credit card debt, to a debt collection agency to be fair and

reasonable. I cannot require that agency to accept a specific repayment arrangement for the credit card, or indeed the current account, debt - that is something that Mr W needs to negotiate directly with the debt collection agency.

my final decision

My final decision is that I do not uphold this complaint. I now leave it to Mr W to decide whether he wishes to accept the charges refund of £212.89 already offered by HSBC.

Malcolm Rogers
ombudsman