

The complaint

Mr L complains that HSBC UK Bank Plc ("HSBC") is holding him liable for transactions he says he did not authorise.

What happened

The circumstances of this complaint are well known to both parties, so I will not repeat them all again here in detail. But I will provide an overview of events below.

In summary, Mr L is disputing several transactions which were made from his HSBC account to Western Union. Mr L says he did not authorise these transactions, which were all payment transfers and amounted to approximately £14,600. Mr L raised this matter with HSBC. Unhappy with its response, he raised a complaint which he referred to our Service.

One of our investigators considered Mr L's complaint and did not uphold it. As Mr L disagreed with the investigator's findings, this matter has been passed to me to make a decision.

What I have 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.

Having done so, I agree with the conclusions reached by the investigator for reasons I set out below.

But first, I would like to say at the outset that I have summarised this complaint in far less detail than the parties involved. I want to stress that no discourtesy is intended by this. If there is a submission I have not addressed, it is not because I have ignored the point. It is simply because my findings focus on what I consider to be the central issues in this complaint.

A key piece of evidence in this case is a telephone call between a person purporting to be Mr L and a HSBC agent. This call took place on 16 April 2022. During the call, the person purporting to be Mr L asked to transfer £800 to Western Union (the first payment in the chain concerned). They said, amongst other things, that this money was for their father-in-law. They also provided the HSBC agent with Mr L's Telephone Security Number ("TSN"), which was required to process the payment.

Mr L says he did not authorise the £800 transaction or the subsequent payments to Western Union. The difficulty I have with this is that Mr L has not provided any satisfactory explanation as to how the transactions concerned could have occurred. More importantly, Mr L has not provided any satisfactory explanation as to how the details required to process the £800 payment were compromised. For example, Mr L told HSBC he had not received any phishing telephone calls, emails or text messages.

I can see that Mr L's mobile number was changed during a telephone call with HSBC. Mr L has suggested that this might be linked to how a third-party accessed his TSN. However, I cannot see how changing Mr L's mobile number would have allowed such access. In any event, from what I can see, Mr L's mobile number was changed on 17 April 2022. A day after Mr L's TSN was provided to HSBC to process the £800 payment on 16 April 2022. Because of this, I am unable to accept Mr L's proposition about how his TSN could have been compromised.

Taking all the above points together, I cannot safely conclude that Mr L has been scammed here. To my mind, the probabilities in this matter points in the direction that either Mr L made the transactions concerned himself; or provided authority to a third-party to do so on his behalf.

My final decision

For the reasons set out above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 8 November 2023.

Tony Massiah
Ombudsman