

The complaint

Ms J is unhappy with the service she'd received from HSBC UK Bank Plc surrounding cheques that she paid into her account.

What happened

Ms J paid three cheques from overseas banks into her HSBC account. Ms J had previously paid similar cheques into her HSBC account on an annual basis and had experienced no prior problems. However, on this occasion the cheque amounts weren't credited to her HSBC account. Ms J wasn't happy about this, so she raised a complaint.

HSBC responded to Ms J and explained they no longer an agreement that had previously been in place with the overseas country in question. This meant that a different process was now in place for cheques that were received from that country, which included that the cheques were sent to the overseas bank that had issued the cheque, which then transfers the relevant funds to HSBC.

HSBC further explained that in this instance they had sent the cheques to the overseas issuing banks but had received no responses from them, despite HSBC chasing the overseas banks on several occasions. Because of this, HSBC didn't feel that they were at fault for the delay in Ms J receiving the funds into her HSBC account, and they suggested that Ms J might reach out to the issuing banks herself to speed up the process. Ms J wasn't satisfied with HSBC's response, so she referred her complaint to this service.

One of our investigators looked at this complaint. But they felt HSBC had completed their actions regarding the cheques in a timely manner, and so didn't uphold the complaint. Ms J remained dissatisfied, so the matter was escalated to an ombudsman for a final decision.

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.

Having done so, I'd like to begin by confirming that this service isn't a regulatory body or a Court of Law and doesn't operate as such. Instead, this service is an informal, impartial dispute resolution service. And while we do take relevant law and regulation into account when arriving at our decisions, our remit is focussed on determining whether we feel a fair or unfair outcome has occurred – from an impartial perspective, after taking all the factors and circumstances of a complaint into consideration.

I also note that Ms J has provided several detailed submissions to this service regarding her complaint. I'd like to thank Ms J for these submissions, and I hope she doesn't consider it a discourtesy that I won't be responding in similar detail here. Instead, I've focussed on what I consider to be the key aspects of this complaint, in line with this service's role as an informal dispute resolution service.

This means that if Ms J notes that I haven't addressed a specific point she's raised, it shouldn't be taken from this that I haven't considered that point – I can confirm that I've read and considered all the submissions provided by both Ms J and HSBC. Rather, it should be taken that I have considered that point but that I don't feel it necessary to address it directly in this letter to arrive at what I consider to be a fair resolution to this complaint.

Finally, the rules by which this service must abide – as per the Dispute Resolution ("DISP") section of the Financial Conduct Authority ("FCA") Handbook – include that this service can only consider a point of complaint that the respondent business has previously had the opportunity to formally consider and respond to.

This means that I can only consider the points of complaint which HSBC were able to consider and issue a response to. And I can't consider any further points of complaint that Ms J has raised with this service after her complaint was responded to by HSBC are referred to this service by herself. If Ms J would like any further points of complaint to be considered, I can only ask her to raise these points of complaint with HSBC in the first instance.

Ms J is unhappy with what she feels are failures of HSBC regarding the process of clearing the cheques from the overseas bank into her HSBC account. And Ms J has made repeated reference in her correspondence with this service to that fact that she hadn't encountered any such problems in previous years with similar cheques that she'd paid into HSBC.

But it's already been explained to Ms J by both HSBC and our investigator that HSBC no longer hold the long-standing arrangement that had previously been in place with the overseas country in question. And because all of Ms J's previously submitted cheques had been paid into her HSBC account while the previous arrangement was in place, and because that previous arrangement is now no longer in place, the manner in which her previously submitted cheques was processed by HSBC has no bearing on how more recently submitted cheques are now processed.

This is because the process that had previously been in place was dependent on the arrangement with the overseas country that has now ended. And it's been further explained to Mrs H that the new process that HSBC have to follow in regard to cheques submitted from the overseas country in question is that HSBC have to send those cheques to the overseas issuing banks and are then dependent on the overseas issuing bank responding to their communications and sending the money promised by the cheques to them.

Having reviewed all the information and evidence available to me, I'm satisfied that HSBC have done that here. And I'm also satisfied that HSBC have chased responses from the overseas issuing banks on several occasions, but without success.

In her correspondence with this service, Ms J has stated as follows:

"As a customer, it should not be my concern as to what happens to these cheques from the time I hand them over to an HSBC teller to the point at which funds are credited into my HSBC account in the UK"

But in circumstances such as this one, where HSBC are dependent on the actions and responses of third-party overseas banks over whom HSBC have no direct control, I feel that Ms J's assertion here is clearly incorrect.

Ms J isn't happy that HSBC have suggested to her that she contacts the overseas banks herself. But given that HSBC have chased this issue with the overseas banks on several occasions without success, it seems reasonable to me that would make such a suggestion

to Ms J, in the interests of Ms J receiving the money she is unhappy about not receiving as quickly as possible. And I note that HSBC have paid a goodwill gesture of £75 to Ms J to facilitate the overseas calls she might chose to make.

To summarise: I can appreciate that Ms J is frustrated with the delay in her money being received into her HSBC account. But ultimately, I'm satisfied that HSBC have followed the correct process regarding Ms J's overseas cheques and have done so in a timely manner – including that HSBC have chased the overseas banks in question. And, consequently, I'm therefore satisfied that any delays that Ms J has experienced aren't the result of any error or inaction by HSBC. And it follows from this that I won't be upholding this complaint.

I realise this might not be the outcome Mr J was wanting and I hope that she is able to engage with the overseas banks in question and resolve this matter quickly. I trust that Ms J will understand, given what I've explained, why I've made the final decision that I have.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms J to accept or reject my decision before 20 December 2023.

Paul Cooper
Ombudsman