

The complaint

Mr M complains HSBC UK Bank Plc hasn't refunded a transaction he didn't make. He also complains HSBC UK Bank should have alerted him to the transaction given its size and unusual nature.

What happened

Mr M has several accounts including an HSBC savings account. He's told us that his wife helps him with his online banking as he wouldn't know, for example, how to make a transfer using HSBC's mobile banking app.

Mr M called HSBC to say his wife had noticed the balance in his savings account was much lower than expected as £5,000 had gone out of it. He disputed this transaction saying it wasn't one he'd authorised, or one his wife had done on his behalf. He said that neither of them had clicked on any suspicious links or shared account information as they're both cautious about that.

HSBC investigated Mr M's claim and said the transaction had been carried out and authorised on Mr M's mobile phone. HSBC also questioned why the transaction hadn't been disputed earlier, saying that its records showed Mr M's online banking had been logged into twice since the payment had been made.

Mr M was unhappy with HSBC's response and complained. HSBC looked into Mr M's complaint but didn't change its mind as a result of having done so. So, Mr M complained to us.

One of our investigators looked into Mr M's complaint and said that they didn't think HSBC had acted unfairly or unreasonably. Mr M was unhappy and asked for his complaint to be referred to an ombudsman. So, his complaint was passed to me.

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.

Mr M has disputed a £5,000 payment that left his savings account at the beginning of February 2023. I agree with him that this was larger than the amounts that normally left this account. I can, however, see that HSBC's evidence shows this payment was carried out and authorised on Mr M's mobile phone using HSBC's banking app.

There's no evidence to suggest that Mr M's banking details have been compromised. He was open with HSBC that his wife manages the account for him, even though it's an account in his sole name meaning that this is technically a breach of the terms and conditions of the account. In the circumstances, I agree with our investigator that HSBC didn't act unfairly or unreasonably when it said it wasn't going to refund this transaction.

I've kept this decision short given that I know Mr M has other matters he's currently dealing with. I appreciate that this decision will be a disappointment to him.

My final decision

My final decision is that I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 15 August 2023.

Nicolas Atkinson
Ombudsman