

## **The complaint**

Mr Z complains that HSBC UK Bank Plc acted irresponsibly when they agreed to an overdraft on his account.

## **What happened**

Mr Z has had an overdraft on his bank account since 2007 and, due to his reliance on this, he thinks he has paid HSBC somewhere between £4,000 and £6,000 in fees and interest.

Mr Z feels he is in financial difficulty and sometimes misses payments. So, he complained to HSBC looking for a refund of charges and fees as he believes their lending to have been irresponsible and unaffordable.

HSBC said they'd previously addressed Mr Z's concerns about overdraft charges and interest that accrued prior to May 2019 and were unable to reinvestigate this element of his complaint.

HSBC also said that since May 2019 Mr Z hadn't always exceeded the arranged overdraft limit and, when he did use unarranged overdraft facilities, charges were applied to his account accordingly with the last such charge being applied in April 2020. They added that they no longer charge a separate fee for unarranged overdraft usage, and they had previously refunded correctly accrued interest totalling £262.59 as a goodwill gesture.

Mr Z complained to our service, but our investigator didn't uphold his complaint.

As Mr Z remains dissatisfied his complaint has been referred to me to look at.

## **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'm not upholding this complaint. I appreciate this will be disappointing for Mr Z and the following are the reasons for my decision.

Mr Z believes that HSBC fees and interest charges are unfair because they acted irresponsibly when agreeing his overdraft. However, as mentioned by our investigator, I'm unable to look at HSBC's decision to provide Mr Z with a £1,500 overdraft as HSBC agreed the overdraft in 2007 and, under Financial Conduct Authority DISP rules 2.8.2 Mr Z's complaint is more than six years after the event complained about.

Also, HSBC issued a final response to Mr Z, dated 14 May 2019, regarding overdraft charges and provided him with complaint referral rights. So, at that time, more than three years ago, he was aware or ought reasonably to have been aware that he had cause for complaint.

In addition, Mr Z mentions that his financial situation was previously different. Furthermore, because of the passage of time, I note that HSBC don't retain detailed records for more than six years, in accordance with their regulatory obligations.

I did consider whether HSBC had treated Mr Z fairly and reasonably since 2019. From reviewing the file, I'm satisfied that they have. I say this because:

- Since 2019, Mr Z has only occasionally exceeded his overdraft and the charges and fees HSBC have applied are as detailed in their terms and conditions
- HSBC have provided support to Mr Z and refunded some interest as a gesture of goodwill
- HSBC have kept Mr Z informed of the status of his account and overdraft including charges accrued
- HSBC have consistently offered help and support via their support team. They've also signposted Mr Z to external agencies.

So, although I recognise Mr Z's financial difficulties here, based on the jurisdiction rules of this service and the available information I'm not upholding this complaint.

### **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 Z to accept or reject my decision before 26 February 2024.

Paul Douglas  
**Ombudsman**