

The complaint

Mr S complains that HSBC UK Bank Plc closed his current account and his Gold card account with no notice and no justification. He also complains about a number of things that happened after this, which he considers are all consequences of HSBC's mistake.

What happened

Mr S told us his HSBC current account was closed on 24 May 2021 without any prior notice. He said the first he knew of this was on 30 May, when he got an email saying HSBC was required to send him a transaction history for the closed account.

Mr S phoned HSBC right away, but it was a bank holiday, and no one could help until Tuesday 1 June. Mr S said he registered a complaint, and because HSBC said it would take a while to resolve, he told HSBC he would charge £1,000 per hour until his claim was answered. Mr S has told us this was a tactic to make sure that HSBC would pay attention to his complaint, but he also tells us that he's still seeking this, as part of a larger overall payment of compensation by HSBC.

Mr S said he went into a branch of HSBC on the following Tuesday, and the manager there obtained a written response for him, saying his account had been closed for misbehaviour. Mr S subsequently received a letter telling him he'd asked to close his Gold card account.

Mr S said HSBC then reopened his accounts without his permission. He thought it only did this so it could put through the direct debits to pay his Gold card, then reverse these transactions and tell Credit Reference Agencies ("CRAs") he hadn't paid, thus ruining his credit rating.

Mr S said he is an elderly man in failing health. He had banked with HSBC for many decades. He told us he had many direct debits, standing orders and nominated account payments for his pensions and investments, all of which ended when the account was closed. Mr S said he had to research details of these, which he'd found very difficult and time consuming to do. He said that had an adverse effect on his already poor health. Mr S said that fortunately he had substantial assets. He also told us he previously had an excellent credit rating.

Mr S wanted HSBC to pay £39,267 for the delay in explaining the reason for closing his account without notice. He wanted it to reinstate his excellent credit rating with all CRAs and to pay compensation of £300 per point reduction from its previous level to whatever the score was when this complaint was eventually resolved. And finally, he wanted HSBC to pay £50,000 to a named charity for extreme distress and inconvenience caused to him by HSBC.

HSBC said it had taken action on 24 May 2021 to close Mr S's account. It sent him a cheque for the balance on 26 May. It understood Mr S had contacted it on the bank holiday weekend, when no one was available to speak to him about this.

HSBC said Mr S was initially told that it would be unable to re-open his account as it was closed following a periodic review of his account and activity. That wasn't right, and Mr S's

account had been closed in error. HSBC said it wrote to Mr S on 19 July 2021, to explain this, and offer £2,000 in compensation.

As the account was closed in error, HSBC said it was reopened on 14 July, in line with the request Mr S made. It had also contacted the CRAs to remove the account closure from Mr S's credit report.

HSBC said it had written to Mr S asking him to continue to make his monthly payments to his credit card. But payments had been missed. HSBC said Mr S hadn't been denied access to his funds or unable to meet his monthly repayments because of HSBC's error. It expected him to continue making his monthly payments.

HSBC said Mr S was unhappy that it was asking him to pay the card, and he had raised a complaint of harassment. HSBC said this was the same root cause as the previous complaint, the closure of his account, so it treated this all as one complaint. Mr S was unhappy about this too.

HSBC said Mr S had asked HSBC to initiate a switch of his bank account to a new bank, via the account switch service. HSBC said it couldn't do that. The switching service requires the receiving bank to start the process.

HSBC said that most recently, Mr S hadn't been clear about whether he wanted HSBC to keep his account open or to close it. HSBC had left the account in place for the moment.

HSBC said it had offered Mr S £2,000 for what had gone wrong. Mr S hadn't accepted that, but HSBC thought it was fair.

Our investigator also thought the offer HSBC had made in this case was fair. She said that as Mr S was unhappy about the account closures and made a complaint, it was reasonable for HSBC to reopen those accounts. It would close them again if Mr S wanted.

Our investigator said Mr S wanted HSBC to use some of the large compensation payment he was asking for, to pay off his card, but she didn't think HSBC needed to pay more for what had gone wrong. So HSBC could use the payment it had offered against Mr S's credit card balance, but he would still owe some money then, and our investigator said Mr S would have to pay this. She said although HSBC had closed Mr S's accounts, it also sent him a cheque for the balance, so he wasn't deprived of his money.

Our investigator said HSBC had removed the negative impact this account closure had from Mr S's credit record. And it had provided a letter for Mr S to use as evidence if he had any other problems with his credit score because of the error HSBC made.

Our investigator said HSBC couldn't start a switch out of Mr S's bank account, his new bank had to do this. And she said that if Mr S wanted to accept HSBC's offer now, he could let us know.

Mr S didn't want to do that, and he didn't agree with our investigator. He sent a detailed response, arguing that our investigator had misrepresented his complaint.

Mr S repeated that HSBC had only reopened his account to process the direct debit for his card payment. He said although he previously had a free overdraft of more than enough to cover this monthly payment, the payment wasn't made, and HSBC had started chasing him for payment. Mr S said this resulted in severe damage to his credit score. And Mr S said he considered what HSBC had done, including asking for payment, to be criminal harassment.

Mr S said the purpose of his request for £39,267 was to get an immediate reply as to why the account had been closed. It achieved its purpose. But Mr S also repeated that he still wants HSBC to pay this amount.

Mr S said it was a gross misrepresentation of the facts to say that he wanted his credit card balance to be offset against this amount of compensation. Mr S said these were our investigator's words, not his. He referred us to a letter dated 4 March 2022.

Mr S didn't quote this letter in his reply, but it says, "*When ombudsman responds to claim the credit card balance will be considered.*" However, on 20 June 2021, Mr S also wrote to HSBC, and that letter says, "*Until this matter has been resolved you may automatically set off any valid balances due on CMC 9252 against the £39,267 claimed.*"

Mr S said HSBC and his new bank had told him that he couldn't switch a closed account from HSBC. He said this resulted in numerous direct debits and credits being unpaid, with damage to his credit record. He said it also took weeks of work to find all the relevant details. More recently, Mr S has told us that his credit report shows that all his credit payments have been paid on time, except for HSBC Card Services. That was paid on time until May 2021, when the bank account was closed.

Mr S said that he was elderly, and in failing health, and would be unable to restore his previously excellent credit record unless HSBC explained its behaviour to the CRAs. That's why he wanted HSBC to pay for every point his credit score had dropped.

Mr S said although HSBC said his account closure was a mistake, there was no evidence of that. He thought it was a deliberate policy to close all accounts it considered unprofitable. Mr S said he'd been offered compensation in accordance with the "scale" [emphasis in the original] and he said that didn't relate to HSBC's breach of contract or the impact on him. He questioned the ability of our service to investigate this issue competently. Mr S said it was cheaper for banks to continue to make mistakes. He told us about his personal background, and said this had a severe impact on him.

Mr S queried whether HSBC continued to remove the ongoing negative impact this problem was having on his credit file.

Mr S wanted his complaint to be considered by an ombudsman. Mr S then wrote again, after his complaint had been passed to me for a final decision, to say that because HSBC had closed his account, he had now been refused a replacement credit card by a different lender. He said he needed that card.

My provisional decision

I issued a provisional decision on this complaint and explained why I only proposed to uphold it in part. This is what I said then:

I should perhaps start by saying what I can and cannot consider as part of this complaint. I am looking here solely at the issues Mr S has reported to us. Our service deals with individual complaints. Mr S has expressed dissatisfaction with the work of our service to date, the remit it fulfils, as well as with how our service is resourced. It's not part of my role to respond to those comments here. Rather, I carry out a complete review of Mr S's complaint, and provide my decision.

It may also assist if I set out, before looking at the detail of what has gone wrong here, that I have to bear in mind HSBC has already made an offer of £2,000 in this case. I will address each of Mr S's points below, but unless I can see that this has been an

exceptionally serious event, which could not reasonably have been mitigated by either party, then it's unlikely that I would ask HSBC to pay more than it has already offered.

I'll now look at each of Mr S's concerns in turn.

Mr S's account was closed without notice

There's no dispute that this happened. Mr S's current account was closed without notice, and his Gold card account was then also closed. (I understand that HSBC refers to this as a credit card, but Mr S disputes that. He considers it is an unlimited charge card. This is not material to this complaint, other than to note that Mr S has not been charged interest on the outstanding balance.)

HSBC sent Mr S a cheque for the current account balance. I understand Mr S was able to open a new account elsewhere. He appears to have applied for this account at the first available opportunity, on 1 June, and it was opened by 3 June. I understand Mr S no longer regularly uses his HSBC account.

HSBC accepts it made a mistake when it closed this account, and that this would have inconvenienced and indeed distressed Mr S. It has apologised to Mr S for this. And on 19 July, HSBC asked the CRAs to remove all adverse credit data from 24 May 2021 to date. It told the CRAs that both accounts had been closed as a result of bank error, and were being reopened. It also sent Mr S a letter he could use to explain what had gone wrong, if any payments had been missed in this time.

It's clear that HSBC made a mistake here, and that it took HSBC well over a month to realise that this was a mistake. But I also think it then took appropriate steps to minimise the impact on Mr S.

Mr S's accounts were then reopened.

Mr S says this was done without his permission, and was only done so that HSBC could request the direct debit for his card payment, then report him for non-payment. HSBC said that Mr S had requested that his accounts be reopened.

I have listened to a recording of Mr S's original complaint. I can hear on that call, he confirmed he wanted the account reopened. He said "*I want it reopened immediately*". And when he received a letter saying his Gold card was being closed, he said "*Take notice that I have never said that I no longer want this card or instructed you to end the card agreement. Your closing the card is in direct contravention of my wishes and in breach of the agreement.*" I think this did indicate that Mr S wanted both accounts to be reopened.

I also note that Mr S said he wanted to switch accounts, which can't be done with a closed account. And Mr S has told us he received a significant number of payments into the closed HSBC current account. Reopening would make sure those payments were safely received by Mr S. For all those reasons, but primarily because Mr S himself did appear to have requested this, I think that HSBC was right to reopen Mr S's accounts.

When Mr S's current account was reopened, his previous overdraft wasn't reinstated. A direct debit then repeatedly called for full payment of his HSBC card (in August, September and October 2021). But this payment wasn't made, because there was no money in the account and there was no overdraft facility.

I asked HSBC to explain this, and to show it notified Mr S that his overdraft wasn't

reinstated. Its reply suggests it cannot show us it notified Mr S of this, before it wrote to him on 7 September to say that a direct debit was returned unpaid. And to date it hasn't offered any explanation of why it didn't put the overdraft back on, either right away, or subsequently when Mr S alerted it to the fact that this hadn't been reinstated.

I don't think it's entirely unreasonable of HSBC not to reinstate Mr S's overdraft, when he had made clear that he was deeply dissatisfied with the bank, and it must have seemed unlikely that he would resume regular use of the account. However, I do think HSBC should have written to Mr S straight away to tell him this, when it reopened his account, if it didn't intend to reinstate his previous overdraft facility.

I think Mr S's card payment wasn't made in September 2021 because his overdraft wasn't reinstated, and he wasn't clearly told this. So I will ask HSBC to remove any negative markers on Mr S's credit file for this card, covering payments missed until the end of September 2021. I'll return to the subsequent missed payments to his card below.

Account switching

Mr S said both HSBC and his new bank told him switching couldn't be done with a closed account. However, HSBC then reinstated Mr S's current account. I can see that Mr S requested that HSBC switch his account on 3 June, and it looks as if HSBC didn't tell Mr S that it couldn't do this for him, he would have to ask his new bank to do this, until 20 September. I think it would have been helpful if Mr S had been told this by HSBC in its complaint response letter of 19 July.

Mr S has told us it was a very significant amount of work to reinstate all of the payments which were previously made from his old account, and received into that account. I think it's likely that much of this work was done by the time HSBC had told him how to switch to his new bank. But I also note that this HSBC account is still open, so Mr S can still switch this account if he wants to, which may have advantages to him in making sure payments are forwarded to and made from the account he now regularly uses.

Position of the Gold card now

Mr S has told us how his credit file has been impacted by non-payment of his Gold card, and about the wider impact this had on him. I've explained above why I think Mr S's payment of September 2021 was missed, and that I think HSBC should remove any negative markers on Mr S's credit file, up to this point.

HSBC did write to Mr S on 7 September, saying that a direct debit for £6,223.03 had been returned unpaid, because HSBC wasn't comfortable agreeing the unarranged overdraft. On 9 September, it wrote to him to say his card account hadn't been paid, and it set out ways that Mr S could make this payment. HSBC said then that it had removed the direct debit to pay his card, although in fact the payment was still called for once more, in October.

I understand that Mr S has been frustrated and angered by what has happened, but I do think that where he's able to take some steps to minimise the impact on himself, it is reasonable to expect him to do that. In July, HSBC had made clear that it didn't intend to pay Mr S the large amount of compensation that he had claimed. It repeated this in September, and said the amount it was prepared to pay wouldn't cover the outstanding debt on his card.

Also in September, it told him that his latest card payment had been missed, and explained how he could pay this.

Mr S has told us he has very considerable financial resources, so I think Mr S could have paid his Gold card, in October 2021. And I don't think it's reasonable to hold HSBC responsible for Mr S not doing so. So I don't think HSBC has to remove any negative data it has reported to CRAs for Mr S's October 2021 card payment, or payments subsequent to this.

Complaint handling

Mr S has very strongly objected to HSBC pursuing him for payment of his card, and he said he wanted HSBC to record a fresh complaint for harassment resulting from its actions in reinstating his account. HSBC wouldn't record this as a separate complaint, because it said this was all part of one problem.

Complaint handling itself isn't a regulated activity, so our service cannot consider a complaint which is solely about how HSBC has managed Mr S's complaints to it. Insofar as this is part of resolving the key issues before me, HSBC has told us it grouped these issues together so it could be confident it had properly assessed the impact of the account closure on Mr S. I don't think it was unreasonable for HSBC to do that.

I also think it's reasonable for HSBC to ask Mr S to pay the outstanding balance on his Gold card. I haven't seen anything that makes me think HSBC has been unreasonable in how it has done this.

Level of compensation

There are a number of points above where I have upheld Mr S's complaint. I think HSBC made a mistake in closing his current account, and the linked Gold card account. I think it made a mistake in not telling him, in good time, that he should ask his new bank to implement an account switch. I think it made a mistake in not telling him right away that it hadn't reinstated the large overdraft on his current account. And I think it has to remove a little more of the negative impact on Mr S's credit file.

Mr H asked for a compensation payment of £39,267 for the delay in explaining the reason for closing his account without notice. He wanted HSBC to fully reinstate his previous credit rating and to pay compensation of £300 per point reduction, which in early October would have meant a payment of a little over £40,000. And he wanted HSBC to pay £50,000 to a named charity.

I have not upheld all of the complaint issues that Mr S has raised. And I do not think it would be consistent with other awards our service has made, or indeed our service's overall approach to compensation, to make a payment of the size that Mr S has suggested.

I note that HSBC has offered £2,000. I do think that a payment of that amount, taken with the further credit file amendment I noted above, provides a fair and reasonable outcome to this complaint. I know that Mr S will be disappointed, but I don't think HSBC has to pay more than that.

I invited the parties to make any final points, if they wanted, before issuing my final decision. Both parties replied.

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.

HSBC said it had nothing to add. Mr S sent us a detailed reply.

Mr S said the core of this complaint was a breach of contract, which he said HSBC admitted on 15 July 2021, in closing his current account without prior notice and the consequences that followed as a direct result of that breach. He said he had the right to claim compensation for that breach and both parties have an obligation to mitigate their losses.

Mr S began by setting out what he said were incorrect statements in my provisional decision. I'll respond to each of those in turn, before setting out the remainder of his representations.

Mr S said HSBC didn't close his Gold card in May 2021, he had used it up until 4 July. He said HSBC had harassed him about payment of the remaining balance £6,223.03 to date, so he assumed HSBC had kept the account open.

I can't see that I've suggested a date when Mr S's Gold card was closed. I can see that HSBC wrote to Mr S on 6 July, through his online banking messaging system, saying he had asked to close his Gold card. (Mr S replied to say he had not.) And it said on 25 August that the credit card account (which is how HSBC has consistently referred to Mr S's Gold card) had been reinstated. For those reasons, I think it is likely that the Gold card account was closed then reopened. And Mr S appears to have taken this view at some point, because I note that he wrote to HSBC on 21 July 2021 saying "*I consider that HSBC are in breach of their contract with me and their banking licence regarding the above Gold card because they: a) closed the account without prior notice and without my consent..*" Subsequent reference to this being "*an account that I have paid on time every month for the 50 or so years since issued*" makes clear that Mr S is referring to his Gold card account here.

Mr S said his call to HSBC on 30 May was solely about his current account. And he'd asked for the account to be "*reopened immediately*" not weeks later. Mr S said he then wrote on 7 July in reference to the Gold Card only. He felt that what he said then could not possibly indicate that he wanted both accounts to be reopened.

I think Mr S had clearly objected to the closure of both of these accounts. And he had asked explicitly for one to be reopened. So I don't think it was unreasonable for HSBC to reopen these accounts. I note that on 14 September HSBC said it would close the current account again if that was Mr S's preference.

Mr S said, where I'd noted "*Reopening [his account] would make sure those payments would be safely received*" that this showed I had clearly not understood what had happened.

I still think that reopening Mr S's account, which he said was set as the account for a number of investments to pay into, would make sure that he would still receive any investment payments he hasn't yet managed to divert to his new account.

Mr S set out what he felt he'd done in mitigation, which took the form of a timeline of his complaint. I shall set out his timeline, and provide my responses, below.

Mr S said on Sunday 30 May, he called HSBC and claimed £1,000 per hour until it told him the reason for the closure. Mr S has explained that this amount was the same as the hourly fee he pays a top QC.

On Tuesday 1 June 2021 he went to a branch of HSBC and after an hour and a half obtained a letter claiming the account closure was due to his misbehaviour.

On 3 June he opened a new current account elsewhere. He asked to use the account switching service, but he says he was told this wasn't possible as his account was closed. He also asked HSBC to switch his account.

On 11 June Mr S received a cheque for a little under £26,000 which was the balance of his closed current account.

On 12 June Mr S wrote to HSBC claiming £39,267 for delay, and asking it to explain what he had done to cause closure.

On 20 June Mr S wrote to HSBC asking it to set off the balance on his Gold card against his breach of contract claim.

On 15 July HSBC phoned to apologise for its mistake and offer £2,000 compensation. Mr S refused this.

On 19 July HSBC wrote to repeat its apology and offer, and tell Mr S he could complain to our service.

On 15 September Mr S emailed about his HSBC Gold card balance not being repaid, repeated that this should be set off against his claim for breach of contract and referred to the final offer as derisory.

On 29 September Mr S made a GDPR request to HSBC.

On 11 October Mr S emailed HSBC to say it had reopened his current account without his consent and against his wishes and was notifying CRAs of non-payment of his Gold card.

On 25 November Mr S complained to our service.

Mr S said from 25 November 2021 to date he had spent innumerable hours answering phone calls and letters from HSBC credit control and other items relating to this breach of contract.

On 17 September 2022 Mr S said he was notified by a different credit card provider that it would not be renewing his card.

On 30 September Mr S said that his other credit card company confirmed it was refusing to replace his credit card because of his credit record. He checked his credit record, and found his scores varied from GOOD to POOR.

On 1 October Mr S said he had lodged Notices of Dispute with the three major CRAs. He said that each of those CRAs had refused to amend the data.

So Mr S said he had done everything he could think of to mitigate the damage caused by HSBC's breach of contract and the result was still a ruined credit rating. He said HSBC was the guilty party and had made no attempt to settle other than offering £2,000 without any justification other than internal notes. Those said HSBC wouldn't pay the sum Mr S suggested, as it *"wouldn't agree that inconvenience/distress equivalent to higher-than-average annual full time salary"* and also that *"£2k should be reasonable offer, at maximum of FOS guidance for substantial distress/inconvenience."*

Mr S told us about his career, and gave his annual income, which I won't set out here.

Mr S said that HSBC had refused to negotiate with him, and told him to complain to our service if he didn't want to accept its offer of £2,000. And he said HSBC had then knowingly and deliberately persisted in the destruction of his credit rating by reporting non-payment to CRAs, without explaining payment was being withheld pending our service's decision.

Mr S said it was clear from the above that our service and HSBC have some form of agreement whereby HSBC can offer a scale compensation to the victims of their misdemeanours and our service will back up that offer. He said this may well be a simple time and money saving arrangement for minor cases but it was grossly unfair to the injured party in his case and probably many others.

I'd like to pause at this stage to refute any suggestion that there's some sort of deal with HSBC on the levels of compensation it should offer. Rather, our service provides publicly available information on our approach to monetary awards, which is set out in detail on our website. Although nothing turns on this, it seems likely that this web page is what HSBC refers to in its internal notes. And indeed, I would expect HSBC to be familiar with this approach, both because it is a respondent in complaints brought to us, and also because this is publicly available information.

It's my view that this offer by HSBC was not an ungenerous one, and it is not less than our service would otherwise have awarded in this case.

Mr S said that HSBC claiming that it closed his account was a very serious and damaging offence. He said this resulted in many defaults for the first time in his life.

I note that on 2 October, when Mr S wrote to us to say that his other credit card would no longer be renewed, he told us that "*...all my credit payments ... have been made on time*" except for the Gold card, which was paid on time until May 2021. So it doesn't seem likely that HSBC's actions have resulted in any actual defaults. And I note that on 19 July, HSBC accepted responsibility for the mistake in closing Mr S's account, and gave him written proof of this he could use in addressing any other negative markers on his credit file. That's what I would expect HSBC to do, to address any potential missed payments from Mr S's account.

Mr S said that more recently, he had the embarrassment of being refused entrance to a visitor attraction for non-payment of an HSBC annual subscription. I note that whether this subscription ought to have been paid by HSBC is a fresh complaint point, which HSBC hasn't yet had the chance to respond to. So I won't consider that here.

Mr S said he could take court action, but he noted that this would take a long time. He thought HSBC could have minimised the damage to him. He said that HSBC deprived him and benefitted itself by having the use of the balance of his account from 24 May 2021 to 12 June 2021 because it used a very slow method of sending the funds.

HSBC sent Mr S a cheque on 26 May. I'm not clear why this took so very long to reach Mr S, but I've not seen anything to suggest this was HSBC's fault, so I don't think it delayed in sending him his money. As Mr S then opened another account, and told us this was opened to cash HSBC's cheque, it seems likely that HSBC wasn't aware of another way it could pay Mr S this money. So I don't think HSBC made a mistake in sending Mr S a cheque.

Mr S said he'd been told he couldn't switch his HSBC account because it was closed. So he said he had to spend many hours trying to sort out the defaults and non-payment of income.

When I reached my provisional decision, I took into account that Mr S would face a considerable amount of work to reinstate payments into and out of his account. I've

explained that I think this is one of the reasons why it was reasonable for HSBC to reopen this account, because he would then be able to use the switching service if he wished to.

Mr S said that on 20 June he told HSBC to set off the balance on his Gold card against his breach of contract claim. He said that put HSBC on valid notice of the claim for unexplained breach of contract.

Mr S has approached this throughout as a breach of contract claim. Whilst our service is required to have regard to the relevant law in reaching a decision, and I have considered Mr S's complaint against that background, I reach my final decision on the basis of what I consider to be fair and reasonable in the circumstances. And I don't think it's fair and reasonable to ask HSBC to pay what Mr S is asking just because he gave it prompt notice of his intention to make such a claim.

Mr S said HSBC provided a written response to his complaint in 19 July, reopened his current account without his permission on the same day, and started the credit file reporting the same day. He said HSBC's credit reporting had succeeded in destroying his credit record despite all his efforts.

I explained in my provisional decision why I thought Mr S's credit file should be cleared until the end of September. But after this, I think Mr S should have paid his card. I've not seen anything to make me think that Mr S was unable to do so. So I don't think HSBC is responsible for the sizeable change in his credit score that Mr S has told us about, or the wider consequences of that.

Mr S wanted me to reconsider so we could reach a settlement. He thought it would be appropriate for me to propose that HSBC instruct CRAs to remove all references to non-payment of the Gold Card. He said the aim of the £300 per lost credit rating point was to provide an incentive for HSBC to restore his credit rating. And he said I should propose that HSBC pay reasonable compensation for serious breach of contract. He said that the limit on our service's possible awards was £355,000 not £2,000 which he said HSBC was trying to bully him into accepting. And he said I could also require him to pay the Gold Card balance of £6,223.03 on completion of the settlement.

Mr S said he would be happy to discuss this proposal with our service if we would like to contact him to try to reach agreement. I thank Mr S for this offer, but I don't think that would assist at this stage.

It may perhaps help if I explain that our service isn't seeking to negotiate a settlement here which can be agreed by both sides. I've explained that it's my role to provide what I consider to be a fair and reasonable outcome to Mr S's complaint. However, as an independent and impartial service, we will not always provide exactly the outcome that people want. And unfortunately, as I have not changed my mind in this case, it seems likely that Mr S will be disappointed by this outcome. But I still think that HSBC only has to make the limited amendments to Mr S's credit file that I set out in my provisional decision, and to pay Mr S £2,000 in compensation.

I have considered Mr S's complaint and his further representations in detail. And I've set out responses to Mr S's most recent points above, where I consider that my position isn't already clear from the provisional decision I sent Mr S. And in conclusion, although I understand that Mr S will be disappointed, I haven't changed my mind. I'll now make the decision I originally proposed.

My final decision

My final decision is that HSBC UK Bank Plc must ensure, insofar as it is able to do so, that any negative markers on Mr S's credit file for his Gold card, covering payments missed from July until the end of September 2021, shall be removed. And HSBC UK Bank Plc must pay Mr S £2,000 in compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 6 December 2022.

Esther Absalom-Gough
Ombudsman