

## **The complaint**

Mr C is unhappy with the service he received from HSBC UK Bank Plc surrounding his current account switch.

## **What happened**

Mr C requested a current account switch to HSBC. But the switch happened earlier than he requested. And because Mr C didn't receive a debit card from HSBC, he couldn't access the money in his new HSBC account. Mr C wasn't happy about this, so he raised a complaint.

HSBC responded to Mr C and confirmed they'd completed the switch on the day he'd requested on the current account switch form. HSBC also noted that they'd sent a debit card to Mr C, but it appeared it may have gotten lost in the post.

However, HSBC felt that they didn't provide a reasonable standard of service to Mr C when he'd contacted them about not having a debit card, including that they should have told Mr C of alternative ways he could access his money, and they apologised to Mr C for this and offered to pay £80 compensation to him for any trouble or upset he may have incurred. Mr C wasn't satisfied with HSBC's response, so he referred his complaint to this service.

One of our adjudicators looked at this complaint. But they felt the response HSBC issued to Mr C's complaint already represented a fair outcome to what had happened. Mr C 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. This means that it isn't within my remit here to declare that HSBC have or haven't acted in a non-regulatory or unlawful way.

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 circumstances and factors of a complaint into consideration.

Mr C feels that HSBC completed the account switch before they should have done. However, HSBC have provided a copy of the current account switch form submitted by Mr C which shows that Mr C requested that the switch take place on 2 December 2022 – which was the date that HSBC completed it. As such, I'm satisfied that HSBC completed the current account switch on the date requested by Mr C, and so didn't complete the switch earlier than they should have.

Mr C is unhappy that he didn't receive a debit card from HSBC which meant he couldn't easily access the money in his HSBC account following the switch. HSBC have been able to

confirm to my satisfaction that they did send a debit card to Mr C. Unfortunately, the letter containing the new debit card was never received by Mr C, and so may have been lost in the post. But this service wouldn't hold a business such as HSBC accountable for the non-delivery of sent letters, because the delivery of letters is undertaken by a postal service, over which HSBC has no control.

This isn't to say that Mr C wasn't inconvenienced by not receiving a debit card for his HSBC account. But it is to say that I don't feel that HSBC should fairly be considered accountable for the inconvenience that Mr C experienced because of the non-delivery of the debit card.

Mr C also feels that HSBC should have recognised that he hadn't activated his debit card and should have proactively contacted him about it. But I wouldn't expect HSBC to monitor the activation of newly sent debit cards in the manner that Mr C suggests here, and instead I feel it was for Mr C, having not received a debit card, to have contacted HSBC about it.

Notably, when Mr C did tell HSBC that he hadn't received a debit card, HSBC ordered him a replacement card in a timely manner. And this appears to have been received by Mr C approximately a week later, which was in line with the five to seven working day timeframe given by HSBC and which I don't feel was unfair or unreasonable.

Mr C has explained that because he didn't have a debit card, and because his local HSBC branch had closed for refurbishment, he had to withdraw money from his credit card, which incurred a charge. However, given that HSBC completed the switch on the day requested by Mr C, I feel that Mr C should have been aware that the switch would most likely take place on the day that it did, and so, having not received a debit card, could and should reasonably have taken steps to mitigate against his not being able to access his money.

This could have included withdrawing money from his old account or requesting a replacement debit card from HSBC before the switch took place. And I also feel that Mr C could have visited another HSBC branch to withdraw money, albeit at an inconvenience to himself, rather than withdrawing money from a credit card account for which he incurred a charge. As such, I don't feel that HSBC should fairly be asked to reimburse or compensate Mr C regarding this point as he would like.

In their response to Mr C's complaint, HSBC acknowledged that when Mr C informed them that he hadn't received a debit card, it should have been explained to him at that time by what alternative means he could have accessed his money while a replacement card was being sent to him. And HSBC apologised to Mr C for this and offered to make a payment of £80 to him as compensation for any upset or inconvenience he incurred as a result.

Matters of compensation can be subjective. But HSBC's £80 offer feels fair to me here, given what happened. And I can confirm that it's commensurate with what I might have instructed HSBC to pay to Mr C, had they not already offered to do so.

In taking this position I've considered the worry and inconvenience that Mr C experienced, as he's described it, but also that I feel that Mr C should reasonably have taken action to mitigate against what happened, as I've described above. And I've also considered the general framework which this service uses when considering compensation amounts for upset and inconvenience – further details of which can be found on this service's website. And, having taken these factors into account, I feel that £80 is a fair compensation amount.

All of which means that, while I will be upholding this complaint in Mr C's favour, I'll only be doing so on a limited basis to compel HSBC to pay the £80 compensation to Mr C that they've already offered to pay. And I won't be instructing HSBC to take any further action beyond this point.

I realise this won't be the outcome Mr C was hoping for here, but I hope he'll understand, given what I've explained, why I've made the final decision that I have.

### **Putting things right**

HSBC must make a payment of £80 to Mr C.

### **My final decision**

My final decision is that I uphold this complaint against HSBC UK Bank Plc on the basis explained above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 22 August 2023.

Paul Cooper  
**Ombudsman**